

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MT. HAWLEY INSURANCE COMPANY,)
)
Plaintiff,)
)
vs.) No. 1:22-cv-10354-GHW
)
BEACH CRUISER, LLC and FLYWAY)
MANAGEMENT, LLC,)
)
Defendants,)
)
and)
)
NATIONWIDE GENERAL INSURANCE)
COMPANY,)
)
Intervenor Defendant.)
_____)

VIDEOCONFERENCE VIDEO-RECORDED DEPOSITION
OF GRAY COLLINS UNDER FRCP RULE 30(b)(6)
TAKEN ON BEHALF OF THE INTERVENOR DEFENDANT
NATIONWIDE GENERAL INSURANCE

DATE Friday, February 2, 2024
TIME: 10:04 a.m. - 1:05 p.m.
PLACE: By Videoconference

Reported by:
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I N D E X

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THE VIDEOGRAPHER: Good morning. We are now on the record. This begins the video deposition of Gray Collier in the matters of Mt. Hawley Insurance Company v. Beach Cruiser, LLC, Flyway Management, LLC, et al. Today is February 2, 2024, and the time is approximately 10:04 a.m. This deposition is being taken remotely via Zoom. The videographer is Tyler Crotty of Magna Legal Services and the court reporter is April Goldberg also of Magna. Counsel, at this time could you please state your appearances and who you represent for the record.

MR. DELAHUNT: Good morning, everyone. Tim Delahunt, Delahunt Law, PLLC. Attorneys for Plaintiff, Mt. Hawley Insurance Company.

MR. PIERANTONI: My name is Renier Pierantoni from Cooper, LLC representing the Defendants in this matter, Beach Cruiser and Flyway.

MR. KATZENMEIER: Good morning, everyone. I'm Lucas Katzenmeier from Riker Danzig, LLP. We represent Intervenor Defendant, Nationwide General Insurance Company.

MR. GAINEY: Good morning, everyone. I am Jim Gainey, and I'm here on behalf of the deponent, Gray Collier and Bass Underwriters, Inc.

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1 THE VIDEOGRAPHER: Thank you, Counsel.
2 Could the court reporter please swear in
3 our witness.

4 THE COURT REPORTER: Please raise your right
5 hand. Do you swear or affirm the testimony you are
6 about to give will be the truth, the whole truth,
7 and nothing but the truth?

8 THE WITNESS: I do.
9 THEREUPON,

10 GRAY COLLIER,
11 being by me first duly sworn to tell the whole truth, as
12 hereinafter certified, testified as follows:

13 THE COURT REPORTER: Thank you. You may
14 proceed.

15 DIRECT EXAMINATION
16 BY MR. KATZENMEIER:

17 Q. Good morn- -- good morning, Mr. Collier. As I
18 said, my name is Lucas Katzenmeier, an attorney for
19 Nationwide in this matter. And as I'm sure you're
20 aware, we're here for your deposition in response to a
21 subpoena issued by our office. Before we get into the
22 deposition proper, we're going to go over some ground
23 rules. First, you just took an oath, and that means
24 you're required to tell the truth in this deposition.
25 Do you understand that?

1 A. I do.

2 Q. Before I move on, are you having trouble
3 hearing me?

4 A. No.

5 Q. Okay. Perfect. We have a court reporter, who
6 is taking down everything we say, with us today. And
7 because of that, and particularly because this is a
8 remote deposition, there are a couple specific
9 instructions to go over.

10 First, your ques- -- responses to questions
11 must be verbal. You have to say yes or no or provide a
12 verbal response. What that means, you can't just shake
13 your head yes or no because that won't show up in the
14 transcript.

15 Do you understand that?

16 A. I do.

17 Q. Okay. Perfect. And second, we should make an
18 effort to avoid talking over as much as possible so that
19 we can get a clear record here. So when I ask a
20 question, please let me finish my question before you
21 begin your answer. And during your answer, I will make
22 an effort to refrain from asking a new question until
23 you are finished.

24 Do you understand that?

25 A. I do.

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1 Q. Okay. Perfect. So when we're going through
2 these and you're giving your responses, I don't want you
3 to guess in giving your responses. If you don't know
4 the answer to a question, you can tell me that. If you
5 can give me an approximation on an answer, that's fine,
6 but please when you're doing so, tell me that you're
7 approximating in your answer.

8 Do you understand?

9 A. I do.

10 Q. Okay. And the purpose of this deposition
11 today is to just get all the information we can. I'm
12 not here to try to trick you or swindle you into
13 something. So if you don't understand a question, if
14 something is unclear, please ask me.

15 If you understand my question, or if you
16 answer my question without asking for clarification, I
17 will assume you've understood the question and we'll
18 move on.

19 During the course of this deposition, your
20 attorney may object to a question. After your attorney
21 has voiced his objection, you can still answer unless
22 your attorney instructs you not to.

23 Do you understand that?

24 A. I do.

25 Q. Okay. Perfect. If you need a break for any

1 reason, please let me know. I am more than happy to
2 take breaks whenever we need it, although I don't expect
3 this to be an overlong deposition today. But all I ask
4 is that if we -- if there's a question pending, I would
5 ask that you answer that question before we take a
6 break. Is that okay?

7 A. Understood.

8 Q. Okay. And lastly, as far as these
9 instructions go, when answering a question, please try
10 to limit your answer to the question posed, or your
11 communication during the deposition should be limited to
12 the context of the deposition. So what that means is,
13 unless we're taking a break, please no texting or
14 calling someone else during the course of the
15 deposition.

16 Do you have a phone on your person?

17 A. I do.

18 Q. Okay. As long as that is reasonably on
19 vibrate or silent, that would be appreciated. And
20 please no using your phone to write or receive notes
21 during the course of the deposition.

22 Any questions so far?

23 A. No.

24 Q. Perfect. All right. So have you taken any
25 medications today that could affect your ability to

3 (Pages 6 to 9)

Page 10

1 provide truthful testimony?
 2 A. No.
 3 Q. Okay. Do you have any health problems that
 4 could affect your ability to provide truthful testimony?
 5 A. Not that I'm aware of.
 6 Q. Okay. Have you ever had your deposition taken
 7 before?
 8 A. I have.
 9 Q. How many times?
 10 A. Three.
 11 Q. Three.
 12 A. This would be the fourth.
 13 Q. I'm sorry. You said this would be four?
 14 A. This would be the fourth.
 15 Q. Okay. How recent were those other
 16 depositions?
 17 A. Not near. Past. Several years ago.
 18 Q. Okay. Would you say more than five years?
 19 A. For one of them, yes.
 20 Q. Okay.
 21 A. One of them was the last two years.
 22 Q. Okay. And for what reason were your
 23 depositions previously taken?
 24 A. Various.
 25 Q. Various?

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1 Q. Okay. How long have you been in that
 2 position?
 3 A. Somewhere around 10 years.
 4 Q. 10 years. Okay. So it's fair to say you were
 5 in the same position during at least the period of
 6 August 2022 to August 2023?
 7 A. That's correct.
 8 Q. Okay. What are your responsibilities in your
 9 position?
 10 A. I overlook business as well as 16 employees
 11 that report in to me. Overall management of the branch.
 12 Q. Okay. How long have you been in the
 13 underwriting industry would you say?
 14 A. My entire time at Bass.
 15 Q. Okay. No previous companies underwriting?
 16 A. No, no.
 17 Q. Do you have a college degree --
 18 A. I do.
 19 Q. -- Mr. Collier? Where did you -- where did
 20 you attend college?
 21 A. University of Georgia.
 22 Q. Okay. And what years did you attend the
 23 University of Georgia?
 24 A. I graduated in 2003.
 25 Q. 2003. Okay. Any postgraduate education?

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1 A. Nonparty witness in both cases.
 2 Q. Okay. Have you ever provided testimony at
 3 trial before?
 4 A. I'm sorry. Say that again.
 5 Q. Have you ever provided testimony at trial
 6 before?
 7 A. I have.
 8 Q. Okay. And what was the purpose of that?
 9 A. I was a witness for the prosecution on a agent
 10 theft matter in Brunswick, Georgia.
 11 Q. Okay. Thank you. So I'm going to move into a
 12 little bit of your background.
 13 Can you tell me who your current employer is?
 14 A. Bass Underwriters.
 15 Q. Okay. And I think we -- before we get too far
 16 removed from the background information, can you please
 17 spell your name for me?
 18 A. G-R-A-Y. Last name is Collier, C-O-L-L-I-E-R.
 19 Q. Okay. Thank you Mr. Collier.
 20 How long have you been at Bass Underwriters?
 21 A. 19 years and change.
 22 Q. 19 years. That's quite a while.
 23 What is your current position at Bass
 24 Underwriters?
 25 A. Branch manager of the Atlanta branch.

Page 13

1 A. No.
 2 Q. Okay. All right. Thank you very much,
 3 Mr. Collier.
 4 So if you could tell me in your words, what
 5 does Bass Underwriters do generally?
 6 A. We are a wholesale insurance agent.
 7 Q. Okay.
 8 A. Customers are the insurance agents. Our -- we
 9 place business on their behalf of insurance carriers.
 10 Q. Okay. Do you work with multiple insurance
 11 carriers?
 12 A. We do.
 13 Q. About how many would you say?
 14 A. This is a guess, but it's -- it's north of 30.
 15 Q. Okay.
 16 A. It could be many more.
 17 Q. Okay. Okay. Well, like I said, if you can --
 18 if you can avoid guessing, please do so, but...
 19 A. I don't know the exact number.
 20 Q. Right. I appreciate that.
 21 Okay. So in the course of that, does Bass
 22 Underwriters work for Mt. Hawley? Mt. Hawley Insurance
 23 Company?
 24 A. Yes, yes.
 25 Q. Okay. And is that Mt. Hawley Insurance

4 (Pages 10 to 13)

Page 14

1 Company or RLI Insurance Company?

2 A. RLI is a parent company. Mt. Hawley Insurance
3 Company is the paper that most of their policies are
4 written on.

5 Q. Okay. Is -- and just so I understand clearly,
6 is Bass Underwriters' relationship with RLI as the
7 parent company or Mt. Hawley as the insurance company?

8 A. It would be RLI as the parent company.

9 Q. RLI. Okay. Thank you.

10 What's -- how long has Bass Underwriters had a
11 relationship with RLI?

12 A. To some extent my entire career.

13 Q. Okay. And what services, if you could give me
14 an idea, does Bass Underwriters perform for Mt. Hawley?

15 A. We provide -- it depends on which business
16 unit, but we trade with several of their underlying
17 business units, whether it be a brokerage-type situation
18 and/or a delegated authority situation.

19 Q. Okay. Does -- is Bass Underwriters involved
20 in underwriting the policies issued on Mt. Hawley paper?

21 A. In some cases, yes.

22 Q. Okay. In those cases where RLI or -- I'm
23 sorry -- Bass is involved in the underwriting process
24 for policies written on Mt. Hawley paper, how does the
25 underwriting process start?

Page 15

1 A. With a application from an agent.

2 Q. Okay. And is that application sent directly
3 to Bass Underwriters?

4 A. Yes, from the -- from the agent. Correct.

5 Q. From the agent. Okay. The application
6 materials, are those provided by Bass Underwriters or
7 another party?

8 A. There's a standard in insurance called the
9 ACORD application which is provided by the agent. Bass
10 Underwriters does not provide that.

11 Q. Okay.

12 A. Subsequent required documents that the carrier
13 requires would be provided by us.

14 Q. Okay. What about any supplemental materials
15 that might accompany an ACORD application? Are those
16 provided by Bass Underwriters or the agent?

17 A. Usually by Bass.

18 Q. Usually by Bass. So at -- I'm just trying to
19 get an idea of how this initial stage works, so if you
20 can tell me when would Bass provide those supplemental
21 materials to the agents?

22 A. That varies. Sometimes prior to the
23 submission if they ask for one or have a question.
24 Sometimes it accompanies a quote. So, you know, it just
25 varies.

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1 Q. Okay. Okay. Does -- does Bass have any --
2 strike that for now.

3 So after the application is received by Bass
4 Underwriters, what is Bass's process going forward with
5 the underwriting process?

6 A. How we look at the application and see what
7 they're looking to cover, I guess. You basically triage
8 the risk and, you know, read it and see what the -- what
9 they're looking to insure.

10 Q. Okay. And does Bass Underwriters communicate
11 with the insurer during this process?

12 A. You said "the insurer"?

13 Q. Yes.

14 A. At times, yes.

15 Q. Okay. When Bass Underwriters is, for example,
16 working with RLI, does Bass Underwriters communicate
17 with RLI during the underwriting process?

18 A. At times, yes.

19 Q. Okay. Under what circumstances would Bass
20 Underwriters reach out to RLI or another insurance
21 company during the underwriting process?

22 A. There's a million different scenarios in which
23 that may happen, so that's -- that's pretty vague.

24 Q. Uh-huh. It was pretty vague. Let me, I
25 guess, ask you more specifically with respect to the

Page 17

1 policies at issue here.

2 So are you familiar with Beach Cruiser, LLC?

3 A. I am.

4 Q. Okay. And did Bass Underwriters assist in the
5 underwriting process for a policy or policies issued to
6 Beach Cruiser?

7 A. Yes.

8 Q. Okay. What was your role in the underwriting
9 process for those policies?

10 A. Specifically, you know, looking at the
11 applications, you know. Identifying what needs to be
12 quoted and/or coverage needed and then providing a quote
13 based on that information.

14 Q. Okay. Do you recall when you -- strike that.

15 When did you first receive an application for
16 insurance from Beach Cruiser?

17 A. I don't recall off the top of my head.

18 Q. You don't recall.

19 All right. Did Bass Underwriters receive an
20 insurance application or an application for insurance
21 from Beach Cruiser?

22 A. We didn't receive anything from Beach Cruiser.
23 We received an application from Beach Cruiser's
24 insurance agent.

25 Q. Okay. And are you familiar with the materials

5 (Pages 14 to 17)

Page 18

1 that were submitted by the agent on behalf of Beach
2 Cruiser?

3 A. I am.

4 Q. Okay. Let's see. So what was the extent of
5 communication between Bass and Mt. Hawley during the
6 underwriting process, specifically for the policies for
7 Beach Cruiser?

8 A. I don't recall.

9 Q. Don't recall. Was there any communication
10 between Bass Underwriters and Mt. Hawley during the
11 underwriting process for the policies issued to Beach
12 Cruiser?

13 A. I don't remember.

14 Q. Okay. Do you recall when -- strike that.

15 When was the first policy issued by Bass
16 Underwriters to Beach Cruiser?

17 A. Are you asking specifically about the policy
18 that we're talking about today?

19 Q. Well, so I guess I'll address that first.

20 When you say the "policy we're talking about
21 today," what policy do you understand that to be?

22 A. It looks like a 2020 -- excuse me -- 2021
23 year.

24 Q. And let me -- let me do this for you. I can
25 share my screen and go ahead and pull that up.

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1 Can you see my screen, Mr. Collier?

2 A. I can.

3 Q. Okay. And I'll scroll down a bit, but does
4 this policy -- tell me if you -- as soon as you know,
5 does this policy look to be the policy that you're
6 referring to as the policy we're here to discuss today?

7 A. Slow down. It's one of the Mt. Hawley
8 policies. You scrolled past the effective date fast, so
9 I didn't catch that.

10 Q. Oh, I'm sorry.

11 A. It's a 2021 to 2022 term, so that's the --
12 that's the policy that --

13 Q. Okay.

14 A. -- we're talking about today, yes.

15 Q. Okay. And you understand that to be the
16 policy issued to Beach Cruiser?

17 A. I do.

18 Q. Okay. And is this a renewal policy, or is
19 this the initial policy?

20 A. I believe that's a renewal policy.

21 Q. Okay. Okay. And the Policy No. here it says
22 GGL26067; correct?

23 A. Yes.

24 Q. So that's the '21 to '22 policy period.

25 MR. KATZENMEIER: Can we go ahead and mark

Page 20

1 this as Nationwide Exhibit 1?

2 THE COURT REPORTER: Noted.

3 MR. KATZENMEIER: Okay. Thank you.
4 BY MR. KATZENMEIER:

5 Q. Okay. I just need to find my place to where
6 we were before this.

7 Okay. Mr. Collier, can you tell me what
8 Bass's role was in issuing this specific policy to Beach
9 Cruiser?

10 A. Our role -- well, our role is to accept the
11 information given by the retail agent and to issue a
12 policy on behalf of Mt. Hawley Insurance Company.

13 Q. Okay. Take me through the underwriting
14 process for this policy to Beach Cruiser. So you would
15 have accepted a -- you received an application for
16 insurance presumably from the agent for Beach Cruiser;
17 correct?

18 A. Correct.

19 Q. And then what?

20 A. I'm sorry. I missed that.

21 Q. I said and what would have happened after you
22 received an application for insurance from Beach
23 Cruiser's agent?

24 A. Oh. I read the application and see what it is
25 they're looking for.

Page 21

1 Q. Okay. After reading the application, would
2 there have been any communication with Mt. Hawley at
3 that point?

4 A. Would there have been or was there?

5 Q. Well, was there?

6 A. I don't -- I don't remember.

7 Q. Okay. Generally, would there have been?

8 A. It depends. I mean, in some cases, yes. But
9 in this case, I don't believe so.

10 Q. Okay. To your knowledge, was there any
11 communication with Mt. Hawley -- between Mt. Hawley and
12 Bass Underwriters prior to the issuance of this policy?

13 A. I don't recall.

14 Q. Okay. Is Bass Underwriters authorized to
15 issue policies on Mt. Hawley's behalf?

16 A. Yes.

17 Q. Okay. And is Bass Underwriters required to
18 communicate with Mt. Hawley prior to the issuance of
19 those policies?

20 MR. GAINEY: I'm going to object to form.

21 BY MR. KATZENMEIER:

22 Q. Do you have a -- you can still answer.

23 MR. GAINEY: You can answer, Gray.

24 THE WITNESS: Oh.

25 MR. GAINEY: It's fine, yeah.

6 (Pages 18 to 21)

Page 22

1 THE WITNESS: Can you ask the question one
2 more time?
3 MR. KATZENMEIER: Yeah. Sure, sure.
4 BY MR. KATZENMEIER:
5 Q. Is -- was Mt. Hawley required or -- I'm sorry.
6 Strike that.
7 Was Bass Underwriters required to communicate
8 with Mt. Hawley prior to the issuance of this policy?
9 MR. GAINEY: Object to form. You can answer.
10 THE WITNESS: I don't recall.
11 BY MR. KATZENMEIER:
12 Q. Okay. Does Bass Underwriters have an
13 agreement in place between Bass Underwriters and
14 Mt. Hawley?
15 A. I'm sure that we do, yes.
16 Q. Okay. Does that agreement impose any
17 obligations on Bass Underwriters to communicate
18 between -- to communicate with Mt. Hawley about anything
19 in specific during the underwriting process?
20 A. I don't know because I've never seen that
21 agreement.
22 Q. Okay. My earphones are falling out.
23 Okay. So are you -- are you familiar with
24 what Beach Cruiser does?
25 A. I am now.

Page 24

1 dwelling supplemental --
2 A. Yes.
3 Q. I'm sorry?
4 A. That's correct.
5 Q. Okay. Is this Dwelling Supplemental
6 Application form the basis for your understanding of the
7 Beach Cruiser's operations at the time the policy was
8 issued?
9 A. At the time the policy was issued, that is
10 correct.
11 Q. Okay. And what information on this form is
12 the basis for your understanding, your previous
13 understanding, of Beach Cruiser's operations?
14 I can scroll through it if you need.
15 A. Yeah, I mean, simply the questions that are on
16 the form.
17 Q. Is there any specific answer to a specific
18 question?
19 MR. GAINEY: Do you need to scroll up?
20 THE WITNESS: No, no. I mean, I --
21 BY MR. KATZENMEIER:
22 Q. Yeah. It was hard to hear that with people
23 talking over, but I can scroll up.
24 A. I'm sorry. Any specific basis on anything,
25 you know. You're looking at the top, you know, I mean,

Page 23

1 Q. When you say you are now, as of when?
2 A. I guess -- your question was am I aware of
3 what Beach Cruiser does; correct?
4 Q. Correct.
5 A. So I had an understanding of what Beach
6 Cruiser did in the past.
7 Q. Okay.
8 A. December of last year it was brought to my
9 attention that their operations were something
10 different.
11 Q. Okay. Let's -- let's go through that, then.
12 So at the time of the issuance of this policy that I
13 have on my screen right now, what was your understanding
14 of Beach Cruiser's operations?
15 A. That they rented a dwelling, tenant dwelling,
16 in Charleston, South Carolina.
17 Q. And what was the basis for that understanding?
18 A. The application provided by the agent.
19 Q. Okay. Let me -- okay. I actually may have
20 that for you as well. So let me...
21 Okay. Mr. Collier, can you see my screen?
22 A. I can.
23 Q. Okay. When you say the application provided
24 by the agents, are you referring to the applica- -- an
25 application that included this application? This

Page 25

1 all the questions are applicable, but you're looking at
2 the top- -- topic 7. I don't see what the bottom says.
3 I mean, really they're all applicable, right, for
4 various different reasons.
5 Q. Okay. But there's no specific question that
6 was the basis for your understanding of what Beach
7 Cruiser's operations were?
8 A. Well, I mean, Question 3 will give you, you
9 know, certainly what their operations are.
10 Q. Question 3. Okay.
11 A. It's a dwelling.
12 Q. And is there any specific part of Question 3
13 that served as the basis for your understanding of what
14 Beach Cruiser's operations were?
15 A. Well, they give you the average monthly rent,
16 and then they ask if the properties are rented by day or
17 by week.
18 Q. Okay. And that response is marked "no"; is
19 that correct?
20 A. I'm sorry. Say again.
21 Q. That response is marked "no"; is that correct?
22 A. It is.
23 Q. Is that response to Question 3 the basis for
24 your understanding of what Beach Cruiser's operations
25 were at the time this was submitted?

7 (Pages 22 to 25)

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1 A. Yes.

2 Q. Okay. Before we move on from this Dwelling
3 Supplemental Application form, is -- I noticed this says
4 RSUI at the top.

5 Is that a form commonly used by Bass
6 Underwriters?

7 MR. GAINEY: Object to form. Answer it.

8 THE WITNESS: Yes. It's commonly used.

9 BY MR. KATZENMEIER:

10 Q. Okay. Was this a form that was provided by
11 Bass Underwriters to Beach Cruiser or Beach Cruiser's
12 agent?

13 A. Yes.

14 Q. Okay. Do you -- does Mt. Hawley have its own
15 supplemental dwelling application?

16 A. I'm sure they do.

17 Q. Is there a reason that this RSUI form might
18 have been provided to Beach Cruiser as opposed to Mt.
19 Hawley's own form?

20 A. Not specifically.

21 Q. Okay. Does -- is this RSUI form included
22 in -- or provided to all insureds seeking insurance?

23 A. No, because this is specifically a dwelling
24 supplemental application.

25 Q. Okay. So when is a dwelling supplemental

1 application provided to insureds seeking insurance
2 through Bass Underwriters?

3 A. It varies. You can get a call or, you know, a
4 message that says, hey, I have a rental dwelling. Can
5 you send me an app?

6 Q. Okay.

7 A. And so you send them an app.

8 Q. Okay. So generally speaking, though, if you
9 were to get a call, or if Bass Underwriters were to get
10 a call, and the caller said send me an app for a
11 dwelling application form, is this the form that Bass
12 Underwriters would send them?

13 A. It's the form I obviously sent, but it could
14 change. I mean, that's pretty open-ended. I mean, we
15 run into so many different scenarios.

16 Q. Sure. I'm just asking generally right now.

17 A. In this specific instance, yes.

18 Q. Okay. Are there other Dwelling Supplemental
19 Application forms maintained by Bass Underwriters that
20 they may generally send?

21 A. Not maintained by Bass. We don't make them.

22 Q. Okay.

23 A. We have access to them, but yes.

24 Q. Okay. So how would Bass Underwriters
25 determine whether to send this RSUI Dwelling

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Page 29

1 Supplemental Application form versus another Dwelling
2 Supplemental Application form?

3 A. Again, that -- that answer varies. Sometimes
4 when you're quoting business you don't know which
5 carrier you're quoting. So you send an application that
6 contains the questions and the information that you need
7 to know.

8 Q. Okay. So was -- was there a determination
9 made that this RSUI Dwelling Supplemental Application
10 form posed the questions that needed answered?

11 A. I don't recall specifically.

12 Q. Okay.

13 A. The application speaks for itself.

14 Q. Okay. Who makes the determination of what
15 Dwelling Supplemental Application form to send to the
16 applicant?

17 A. We do.

18 Q. I'm sorry, did you say "we do"?

19 A. Bass does the individual underwriter or
20 underwriter assistant.

21 Q. Okay. Is there any individual within Bass
22 that makes that determination?

23 A. On a corporate level, or are you talking about
24 a day-to-day business level?

25 Q. Well, I'm trying to find out who would have

1 been the person responsible, and not even name, like --

2 A. Sure.

3 Q. -- who would have been the position --

4 A. It would be --

5 Q. -- or some person?

6 A. -- the underwriter. The underwriter.

7 Q. The underwriter.

8 Okay. Do you recall the name of the
9 underwriter for this specific application by Beach
10 Cruiser?

11 A. That would have been myself or my assistant.

12 Q. Yourself or your assistant.

13 Okay. And so you suggested earlier that your
14 understanding of Beach Cruiser's operations changed at
15 some point; is that correct?

16 A. Yes.

17 Q. At what point did your understanding of what
18 Beach Cruiser's operations were change?

19 A. I don't know the specific date, but sometime
20 in December. I was notified of a legal issue that had
21 come up between Beach Cruiser and a tenant of theirs.

22 Q. Okay.

23 MR. KATZENMEIER: Okay. And actually, before
24 we get too far removed, can you please mark this
25 Dwelling Supplemental Application form as

8 (Pages 26 to 29)

Page 30

1 Nationwide Exhibit 2.

2 THE COURT REPORTER: Noted.

3 MR. KATZENMEIER: Thank you.

4 BY MR. KATZENMEIER:

5 Q. Okay. And what is your current understanding
6 of what Beach Cruiser's operations are?

7 A. My current understanding is that they were
8 leasing these units or buildings out, if you were, on a
9 short-term basis.

10 Q. Okay. You mentioned a legal issue was the
11 cause of the change of your understanding.

12 Can you tell me what that legal issue was?

13 MR. GAINNEY: Object to form.

14 THE WITNESS: At that -- well, I mean, my
15 understanding of a legal issue started in December
16 when I got a call that there was a deposition
17 regarding a claim that happened, I believe, in 2021
18 or 2022. RLI or Mt. Hawley, rather, was taking the
19 deposition or giving a deposition based on the
20 merits of the case. Until that day, I didn't -- I
21 didn't even know there was a claim turned in on
22 this policy.

23 BY MR. KATZENMEIER:

24 Q. Okay. And when you say "September," is that
25 what year?

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1 A. No, I said December.

2 Q. Oh, December.

3 A. December of 2023.

4 Q. December.

5 A. I think it was, you know, just before
6 Christmas. I don't remember the exact date.

7 Q. Okay. Okay. And how were you notified?

8 A. It was -- received a call from counsel at RLI.

9 Q. Received a call from counsel at RLI. And do
10 you remember the name? Strike that.

11 What was the name of counsel that called you?

12 A. I don't recall.

13 Q. Don't recall.

14 Okay. Does the book of business at Bass
15 Underwriters for Beach Cruiser involve more than one
16 property?

17 A. I believe it does.

18 Q. Okay. Do you -- how many properties?

19 A. I don't know off the top of my head.

20 Q. Okay. Does the book of business for Beach
21 Cruiser involve more than one policy?

22 A. I believe so.

23 Q. Okay. More than one -- does it involve more
24 than one contemporaneous policy or a different risk
25 perhaps?

Page 32

1 A. Can you rephrase the question?

2 Q. Sure, sure. So when you say that the book of
3 business for Beach Cruiser involves more than one
4 policy, are you referring to consecutive policy periods,
5 or are you referring to more than one policy that might
6 insure a different risk?

7 A. To my knowledge, both of those would be true.

8 Q. Okay. How many contemporaneous policies that
9 might insure different risks did Bass Underwriters issue
10 to Beach Cruiser?

11 A. I --

12 MR. GAINNEY: Object to form. Maybe you can
13 clarify, Luke, in a specific year or currently or
14 overall?

15 MR. KATZENMEIER: I'm sorry. You cut out
16 there a little bit at the end.

17 MR. GAINNEY: I just said, you know, are you
18 asking about a specific year or just overall?

19 MR. KATZENMEIER: I'm just trying to get the
20 overall picture of Bass Underwriters' relationship
21 with Beach Cruiser right now.

22 THE WITNESS: I don't know how many policies
23 there are off the top of my head.

24 BY MR. KATZENMEIER:

25 Q. Okay.

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1 A. Bass Underwriters has no relationship with
2 Beach Cruiser.

3 Q. Okay. Did -- so for those policies that Bass
4 Underwriters issued to Beach Cruiser, were all policies
5 issued on Mt. Hawley paper?

6 A. I don't believe so.

7 Q. You don't believe so. Okay. Do you know --
8 strike that.

9 What other company's paper would the insurance
10 policies issued to Beach Cruiser have been written on?

11 A. I don't have it front of me, but I believe
12 there was a Lloyd's of London aspect to it.

13 Q. Okay. Are you familiar with Beach Cruiser's
14 operations involving other properties other than the Mt.
15 Hawley policy that we discussed earlier?

16 A. I mean, off the top of my head, I don't
17 remember specifics.

18 Q. Okay.

19 A. I do remember they have other properties.

20 Q. Okay. But you don't recall what Beach Cruiser
21 might have been using those properties for? Is that
22 what you're telling me?

23 A. I don't. I think they were all rental
24 dwellings of some sort, but I don't know for sure.

25 Q. Okay. Does Bass Underwriters have any

9 (Pages 30 to 33)

Page 34

1 policies or procedures in place for verification of the
2 information contained in the applications it receives?

3 A. Bass Underwriters receives the application
4 from the agent and the subsequent -- the supplement
5 applications from the agent, and signed by the insured
6 and we take that as the truth.

7 Q. Okay. Is there any circumstance under which
8 Bass Underwriters will undertake an investigation of a
9 property to ensure that its use is the same as stated on
10 an application?

11 A. There are circumstances. Most notably, you
12 look at the property on Google online, look at the
13 picture, see if it looks like what they put on their
14 application.

15 Q. Okay. So what would prompt Bass Underwriters
16 to look at the property on Google to make sure it's the
17 same as what the insured listed on the application?

18 A. Many different reasons. I mean, you know, you
19 get an application. The first thing you do is look at
20 the Google map to see what it looks like.

21 Q. So the first thing Bass Underwriters would do
22 as soon as receiving an application is google the
23 property?

24 A. I mean, generally speaking, yes. It may not
25 be the first thing. There's no -- there's no policy in

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1 force that does that. But, you know, it's -- if the
2 application is clear, there's no questions on the way
3 the application was answered.

4 Q. Okay. All right. I asked a similar question
5 earlier. Do you recall or are you familiar with when
6 Bass Underwriters might have received this Dwelling
7 Supplemental Application from --

8 A. When we received it?

9 Q. Correct.

10 A. I don't recall the specific date in which we
11 received it.

12 Q. Okay.

13 A. But it has a date on it; so...

14 Q. Yeah, I'm going to scroll down to that. So
15 the -- it looks like the date here is September 2, 2020;
16 is that correct?

17 A. That's correct.

18 Q. Do you have any reason to believe that is not
19 on or around the date Mt. Haw- -- sorry, not
20 Mt. Hawley -- Bass Underwriters received this
21 Supplemental Dwelling Application?

22 A. I'm sorry, you cut out on the first -- the
23 first bit of that question. What was it?

24 Q. Sure. Strike the last question. I'll reask
25 it.

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1 Do you have any reason to believe that this
2 September 2, 2020, date is not the date that Bass
3 Underwriters would have received this Dwelling
4 Supplemental Application?

5 A. I don't -- I don't recall, but...

6 Q. Okay. Would -- who would be the party that
7 would engage in, as you said, googling the property
8 after receiving the application?

9 A. It would be the underwriter or an underwriting
10 assistant.

11 Q. Okay. So with respect to the specific policy
12 issued to Beach Cruiser, would that have been you?

13 A. Excuse me? I coughed. Sorry.

14 Q. With respect to this specific policy issued to
15 Beach Cruiser, would that have been you?

16 A. It could have been me. I don't recall in this
17 specific instance.

18 Q. Okay. Then just to clarify that, do -- did
19 you google this property after receiving the
20 application?

21 A. I don't recall.

22 Q. Don't recall. Okay.

23 Okay. Are there any other circumstances in
24 which Bass Underwriters would order an investigation of
25 a property?

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1 A. Broadly, there are circumstances, but, I mean,
2 there's literally a million different scenarios that
3 could apply to that question.

4 Q. Okay. Did Bass Underwriters ever order an
5 investigation of Beach Cruiser's property?

6 A. I don't recall.

7 Q. Okay. I believe I actually have an exhibit
8 here for you. Let me share my screen.

9 Mr. Collier, can you see my screen right now?

10 A. I can.

11 Q. Okay. Are you familiar with the document that
12 I've pulled up?

13 A. I'm familiar with the type of document, yes.

14 Q. Okay. Can you tell me what type of document
15 this is?

16 A. It looks like an inspection order date 9/8 of
17 2022.

18 Q. Okay. And that says Physical Inspection;
19 correct?

20 A. Correct.

21 Q. Okay. And it says this is the inspection
22 of -- this lists the insured as Beach Cruiser, LLC; is
23 that right?

24 A. Okay.

25 Q. And does that look like the correct address

10 (Pages 34 to 37)

Page 38

1 for the property insured under the policy we discussed
2 earlier?

3 A. It appears so, yes.

4 Q. Okay. And this says that this was ordered by
5 J. Dyer; correct?

6 A. It does.

7 Q. Can you tell me who J. Dyer is?

8 A. I don't know him personally. I think he is an
9 underwriter in our Charleston, South Carolina branch.

10 Q. Okay. So he's an employee of Bass
11 Underwriters; would that be right?

12 A. To my knowledge, yes.

13 Q. Okay. Do you -- scratch that. Strike that.

14 Why would this inspection order have been
15 placed?

16 MR. GAINNEY: I'm going to object to form. You
17 can answer if you know.

18 THE WITNESS: I don't know. That's not my
19 file, so I couldn't tell you.

20 BY MR. KATZENMEIER:

21 Q. Okay. Is there any -- have you ever placed an
22 inspection order like one on this form?

23 A. Yes.

24 Q. Okay. What are the -- what are the
25 circumstances that this form might be used to place an

Page 39

1 inspection order?

2 MR. GAINNEY: Object to form.

3 THE WITNESS: It varies greatly.

4 BY MR. KATZENMEIER:

5 Q. Okay. Is this a -- just a general inspection
6 order form?

7 A. To my knowledge, yes.

8 Q. Okay. Okay. I'm going to --

9 MR. KATZENMEIER: Can you mark the inspection
10 form I presently have up as Nationwide Exhibit 3,
11 please.

12 THE COURT REPORTER: Noted.

13 MR. KATZENMEIER: Thank you very much.

14 BY MR. KATZENMEIER:

15 Q. I'm going to move on to a -- another document.

16 Can you see my screen, Mr. Collier?

17 A. I do.

18 Q. Okay. Thank you.

19 Are you familiar with what this document is?

20 A. I am.

21 Q. Okay. Can you tell me what this document is?

22 A. It appears to be an inspection report.

23 Q. Okay. And is -- does this inspection report
24 indicate the same orderee and address as the inspection
25 order form I just showed you?

Page 40

1 A. It appears so, yes.

2 Q. Okay. So would it be reasonable to believe
3 that this inspection -- that this inspection report is
4 the result of that inspection order?

5 A. It would.

6 Q. Okay. Thank you.

7 MR. KATZENMEIER: Can you mark the inspection
8 report that I presently have up as Nationwide
9 Exhibit 4.

10 THE COURT REPORTER: Noted.

11 MR. KATZENMEIER: Thank you.

12 BY MR. KATZENMEIER:

13 Q. I want to scroll down just a bit. And I want
14 to say -- so I notice that the date inspected says
15 September 20, 2022; is that correct?

16 A. That's what it looks like, yes.

17 Q. Okay. Have you ever ordered one of these
18 inspection reports?

19 A. Yes.

20 Q. Okay. What are the circumstances under which
21 an inspection report, such as this, might be requested?

22 A. Again, it's very -- it's a -- it's a wide
23 variety of reasons.

24 Q. Okay. Are they typically ordered? Strike
25 that.

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1 Are these inspections typically ordered to be
2 performed prior to the renewal of a policy? Prior to
3 the issuance of a policy?

4 A. When an inspection is ordered, it's ordered
5 after a policy is put into effect.

6 Q. Okay. Is there a reason for that?

7 A. A reason it's not done before?

8 Q. Correct.

9 A. Well, it's very cost prohibitive for one to
10 pre-inspect a location when the insured might not buy
11 the insurance policy, and the inspection is done to
12 verify condition of said property after it's put on the
13 books.

14 Q. So hypothetically, let's say an inspection
15 report was ordered and the property did not meet with
16 the represented quality. What would Bass Underwriters
17 do in that circumstance?

18 MR. GAINNEY: Object to form. You can answer.

19 THE WITNESS: A number of different things
20 could transpire. It depends. I mean, you
21 mentioned a hypothetical question. It's impossible
22 to answer a hypothetical.

23 BY MR. KATZENMEIER:

24 Q. Okay. Would Bass Underwriters ever cancel a
25 policy?

11 (Pages 38 to 41)

Page 42

Page 43

1 A. Yes.
 2 Q. Does Bass Underwriters have the authority to
 3 cancel policies issued on Mt. Hawley paper without
 4 referral to Mt. Hawley?
 5 A. We do.
 6 Q. Okay. Does Bass Underwriters -- strike that.
 7 What circumstances would lead to Bass
 8 Underwriters canceling a policy?
 9 A. Again, it's -- it's so many different
 10 circumstances. It goes risk to risk. So if you want to
 11 ask about this specific policy, I can answer. But, you
 12 know, we deal with so many different types of risks.
 13 That's really a tough question to answer.
 14 Q. Thank you, Mr. Collier. I understand. I'm
 15 trying to go through the general risks first.
 16 A. I understand.
 17 Q. So if information had been revealed in a -- an
 18 inspection report such as this, would that be grounds
 19 for cancellation of a policy?
 20 A. There's a possibility.
 21 Q. Okay. How about -- how about rescision of a
 22 policy? Does Bass Underwriters have the authority to
 23 rescind a policy issued on Mt. Hawley paper?
 24 MR. GAINEY: Object to form. If you know.
 25 THE WITNESS: In certain instances.

1 BY MR. KATZENMEIER:
 2 Q. Okay. Can you tell me what those instances
 3 are?
 4 A. We have certain rules that are dictated by
 5 Mt. Hawley based on time, you know, issue, so many
 6 different issues it could be, and at times it would have
 7 to go to them to approve a reinstatement, at times it
 8 doesn't.
 9 Q. All right. What is the source of those rules
 10 imposed by Mt. Hawley?
 11 A. Their underwriting manual.
 12 Q. The underwriting manual. Is -- so before we
 13 move on from that, let me just pull something up.
 14 Can you see my screen, Mr. Collier?
 15 A. I can.
 16 Q. Okay. Is this the -- I'll scroll out a little
 17 bit so you can see.
 18 Is this the underwriting manual you're
 19 referring to?
 20 A. It appears to be.
 21 Q. Okay. And I can -- I'll scroll through it so
 22 you can see the whole thing generally. But are the --
 23 these guidelines are the underwriting manual you're
 24 referring to?
 25 A. It appears to be, yes.

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1 Q. Okay. Thank you.
 2 MR. KATZENMEIER: Can we mark the underwriting
 3 manual I have pulled up right now as Nationwide
 4 Exhibits 5, I believe we're on.
 5 THE COURT REPORTER: Noted.
 6 MR. KATZENMEIER: Thank you.
 7 BY MR. KATZENMEIER:
 8 Q. So if you could, Mr. Collier, is there any --
 9 what -- what portion of this underwriting manual are you
 10 referring to insofar as grants Bass Underwriters
 11 authority to rescind their policy?
 12 MR. GAINEY: Before you answer, do you even
 13 see the rest of that to review that?
 14 THE WITNESS: No, I don't, because that --
 15 that document wouldn't provide that information.
 16 And I'm not exactly sure where the -- the data or
 17 the instructions are on rescisions in Mt. Hawley. I
 18 just don't know where that information is kept.
 19 BY MR. KATZENMEIER:
 20 Q. Well, I mean, earlier you testified that the
 21 rules were from the underwriting manual and that this --
 22 A. And underwriting rules. They're -- I suspect,
 23 and, again, I don't know this firsthand, there's a
 24 cancellation policy that most likely exists with
 25 Mt. Hawley but that is housed and handled by our

1 dedicated team on the cancellation side. So I just
 2 don't get into that.
 3 Q. Okay. But are the rules that authorize Bass
 4 Underwriters to rescind the policy on Mt. Hawley's
 5 behalf contained in this underwriting manual, or are
 6 they contained somewhere else?
 7 A. They're not contained on that form there. And
 8 quite honestly, I don't know where they are contained.
 9 That doesn't happen under my authority.
 10 Q. Okay. But you do understand that Bass
 11 Underwriters has the authority to rescind the policy
 12 issued on Mt. Hawley paper?
 13 MR. GAINEY: Object to form.
 14 THE WITNESS: Under certain parameters, yes.
 15 BY MR. KATZENMEIER:
 16 Q. Under certain parameters. Would that
 17 authorization be contained in a different document than
 18 these underwrit -- this underwriting manual?
 19 A. Honestly, I don't know. I'd have to go
 20 through the whole underwriting manual.
 21 Q. Now, when you say you'd have to go through the
 22 whole underwriting manual, are you referring to a
 23 different document than what I have in front of you?
 24 This is four pages.
 25 A. Yeah. Well, you have to understand, the

12 (Pages 42 to 45)

Page 46

1 underwriting manual is thousands of pages.

2 Q. Okay. So is what I have in front of me just a
3 portion of the underwriting manual?

4 A. That's correct.

5 Q. Okay.

6 Okay. So I want to go back to the inspection
7 report --

8 A. Sure.

9 Q. -- I have here. So you indicated that, and
10 correct me if I'm wrong, you indicated that sometimes
11 incorrect information provided or revealed through an
12 inspection report may be grounds for cancellation; is
13 that correct?

14 A. Yes.

15 MR. GAINEY: Object to form.

16 BY MR. KATZENMEIER:

17 Q. I'm sorry. Did you say "yes"?

18 A. Yes.

19 Q. Okay. I want to scroll down -- and this is
20 inspection -- this inspection report is dated
21 September 20, 2002; correct?

22 A. Yes.

23 Q. And this says the Policy No. is GGL31463; is
24 that correct?

25 A. Correct.

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1 Q. And do you know what that policy number refers
2 to?

3 A. Do I know what it refers to?

4 Q. Well, put another way: What does that policy
5 number refer to?

6 A. It refers to a Mt. Hawley policy.

7 Q. Okay. Do you know the policy period?

8 A. I -- based on what you're showing me right
9 now, I don't. I can look it up.

10 Q. Okay. I have -- I have a copy of it. I
11 can -- I can pull it up for you.

12 So here is the policy and here are the
13 declarations. Does that policy number at the top of
14 this document that I have read GGL31463?

15 A. Correct.

16 Q. And that matches the policy number on the
17 inspection report I just showed you; is that correct?

18 A. Yes.

19 Q. Okay. And what is the policy period for this
20 policy period -- or for this policy?

21 A. 8/31/22 to 8/31/23.

22 Q. Okay. Thank you.

23 MR. KATZENMEIER: Could we please mark the
24 policy I presently have up from August 2022 to
25 August 2023 as Nationwide Exhibit 6.

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1 THE COURT REPORTER: Noted.

2 MR. KATZENMEIER: Thank you very much.

3 BY MR. KATZENMEIER:

4 Q. So going back to the inspection report, do you
5 understand that policy number to refer to the 2022 to
6 2023 policy period I just showed you?

7 A. Yes.

8 Q. Okay. Thank you.

9 And specifically, I want to scroll down on
10 this to -- I'm sorry. I had it here earlier.

11 Okay. This is what I wanted to show you. So
12 the -- under building use here, it says residential
13 rental by the day; is that correct?

14 A. Yes.

15 Q. Okay. Now, would receiving that information
16 in this inspection report be grounds for cancellation of
17 the policy?

18 MR. GAINEY: Object to form.

19 THE WITNESS: I don't know. That's not my
20 policy.

21 BY MR. KATZENMEIER:

22 Q. Okay.

23 A. The policy was written after. A different
24 agent took over the account than my retail agent, so, I
25 mean, that file was no longer mine by then.

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1 Q. It was no longer yours, or it was no --
2 specifically, or it was no longer Beach Cruiser's? I'm
3 sorry. Let me rephrase that.

4 It was no longer yours specifically or it was
5 no longer Bass Underwriters'?

6 A. It was no longer mine specifically.

7 Q. Okay. Is an inconsistency like that generally
8 grounds for cancellation of a policy?

9 MR. GAINEY: Object to form.

10 MR. DELAHUNT: I join the objection.

11 THE WITNESS: It's possible.

12 BY MR. KATZENMEIER:

13 Q. Okay. What are the circumstances that would
14 determine whether a policy is canceled for an
15 inconsistency like that?

16 MR. GAINEY: Object to form.

17 MR. DELAHUNT: Same.

18 THE WITNESS: Again, it varies so much. The
19 inspection is designed to take a very brief
20 30,000-foot-above glance at the property from more
21 of a, you know, condition-type perspective. So,
22 yeah, it's impossible to say exactly what can
23 trigger something. But the intent of the
24 inspection is really not to re-underwrite the file,
25 but to, you know, ensure it's not falling down.

13 (Pages 46 to 49)

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1 You know, it's -- there's no windows broken.
 2 There's no glaring potholes. Stuff of that nature.
 3 BY MR. KATZENMEIER:
 4 Q. So I want to go back to the underwriting
 5 manual you mentioned just a moment ago.
 6 And I'm going to scroll down to where it
 7 says -- here. To where it says, "Short-term rentals
 8 (less than 12 months) and vacation rentals should be
 9 referred." Did I read that correctly?

10 A. Yes.

11 Q. What does that sentence mean in this
 12 underwriting manual?

13 A. It means that if you have a risk that is doing
 14 short-term rentals, it needs to be referred to the
 15 company.

16 Q. Okay. So returning to the inspection report,
 17 if the inspection report returns information that says
 18 the property is being rented by the day, is that
 19 something that should then be referred to Mt. Hawley?

20 MR. GAINEY: Object to form.

21 THE WITNESS: It's possible.

22 BY MR. KATZENMEIER:

23 Q. When you say "it's possible," when would it
 24 be --

25 A. Well, the inspections are reviewed by a

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1 department inside of Bass Underwriters' organization.

2 Q. Okay.

3 A. It basically looks at the inspection received,
 4 reviews it, and then would, in fact, notify the
 5 underwriter of any kind of, you know, glaring issues
 6 with that inspection. Again, it's not designed to
 7 re-underwrite a file. It's more of a -- an inexpensive
 8 tool to give you, you know, eyes on the ground of the
 9 property.

10 Q. Okay. Do you know whether Mt. Hawley was ever
 11 notified of the results of this inspection report?

12 A. I don't.

13 Q. Are inspection reports performed for policies
 14 written on Mt. Hawley paper generally sent to
 15 Mt. Hawley?

16 A. As in sent to the carrier, I believe so. I'm
 17 not involved in that part of this business, so I
 18 can't -- I can't answer that with a hundred percent
 19 certainty.

20 Q. Okay. Do you know if the policy issued to
 21 Beach Cruiser by Bass Underwriters was ever canceled?

22 A. I don't recall. I think something from
 23 yesterday -- there was a memo that maybe there was an
 24 NOC sent out, but I don't recall if it was ever fully
 25 canceled.

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1 Q. Okay. So take me through what that means.
 2 What is -- why would it -- how would the policy not have
 3 been fully canceled?

4 A. I mean, it could have -- I don't know. That's
 5 what I'm saying. I don't -- this file that you're
 6 referring to here, I didn't have anything to do with
 7 that file. So --

8 Q. Okay.

9 A. -- I hate to speculate.

10 Q. Again, we're going to move to a different
 11 topic, so I'm back to generally now.

12 When you say "is not fully canceled," would
 13 that refer to the cancellation not being completed or --

14 A. That's correct.

15 Q. Okay. Thank you.

16 And if you recall, why was a Notice of
 17 Cancellation issued with respect to a Beach Cruiser
 18 policy?

19 A. Which specific policy are you referring to?

20 Q. Well, just a moment ago you mentioned seeing a
 21 Notice of Cancellation, so I'm asking if you recall --

22 A. Correct. Yesterday, correct. But without
 23 looking back through the papers, I don't know which
 24 policy that was on. I just remember that there was a
 25 DNOC issued.

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1 Q. Okay. Was a policy ever -- was any policy
 2 issued to Beach Cruiser ever rescinded by Bass?

3 A. Again, I believe so. From yesterday, just
 4 going through the paperwork for the first time, but I
 5 don't remember what specific policy that pertained to.

6 Q. Okay. If you recall, what was the reason for
 7 the rescission by Bass?

8 A. Well, I think you have the document. If you
 9 can pull it up, I can recall better.

10 Q. I don't know what rescission you're referring
 11 to.

12 A. I don't either. That's the thing.

13 Q. Gotcha.

14 A. I don't recall when the rescission was issued or
 15 not, so...

16 Q. Okay.

17 A. I'm not trying to be vague. I just don't know
 18 what you're referring to.

19 Q. I can share it. In the event a policy was
 20 ever rescinded by Bass, would the policy premium have
 21 been returned?

22 MR. GAINEY: Let me just object to form and
 23 you can answer.

24 MR. DELAHUNT: Same. Thank you.
 25

14 (Pages 50 to 53)

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1 THE WITNESS: Would the premium have been
2 returned?

3 BY MR. KATZENMEIER:

4 Q. Correct.

5 A. Well, if a policy is rescinded, the policy was
6 never technically canceled. So there would be no return
7 premium to send.

8 Q. So to clarify at this point, are you -- are
9 you referring to the rescission of the cancellation?

10 A. Well, so I think maybe we're just getting
11 confused on the terms. A Notice of cancellation is sent
12 out, and it gives us a certain period of time whether it
13 can, you know, in the future, based on the state law, so
14 in case -- and this is generally speaking here because,
15 again, I don't know which one you're specifically
16 talking about -- if whatever generated the cancellation
17 was rectified, then a rescission can be sent prior to the
18 actual cancellation date. So, you know, when you say
19 "rescission," there's, you know, if it's done before the
20 actual cancellation date, there's no money to return.
21 The policy was never canceled.

22 Q. Okay. Thank you for that, Mr. Collier. So
23 for the purposes of this question, when I say
24 "rescission," I mean a rescission of coverage with the
25 policy.

1 A. Okay --

2 Q. Did Bass ever --

3 A. -- definition.

4 Q. Did Bass ever rescind the policy as a whole?

5 MR. DELAHUNT: Objection to form.

6 THE WITNESS: I'm sorry, Luke. I didn't -- I
7 thought you were finished. If you weren't, I
8 apologize.

9 MR. KATZENMEIER: I -- I realized it was a
10 little vague, so I was about to clarify. I can
11 rephrase the question.

12 MR. GAINEY: No. Let him rephrase it.

13 MR. KATZENMEIER: It's a -- it's a little hard
14 to hear you.

15 THE WITNESS: If you could, just ask that one
16 more time.

17 MR. KATZENMEIER: Of course.

18 BY MR. KATZENMEIER:

19 Q. Did Bass ever rescind an entire policy issued
20 to Beach Cruiser?

21 MR. GAINEY: Object to form. Go ahead if you
22 know.

23 THE WITNESS: Not that I'm aware of.

24 BY MR. KATZENMEIER:

25 Q. Okay. And going back, now that we've

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1 clarified the term issue, does Bass have the authority
2 to rescind policies issued on behalf of Beach Cruiser?

3 MR. GAINEY: Object to form.

4 MR. KATZENMEIER: Sorry.

5 THE WITNESS: You understand that term
6 "rescind" meaning to cancel the policy like it
7 never existed?

8 MR. KATZENMEIER: More or less, correct, yeah.

9 THE WITNESS: I don't believe we have that
10 authority.

11 BY MR. KATZENMEIER:

12 Q. Okay. And I think I -- I think I may have
13 made a mistake there in my words. So just to clarify,
14 that's whether Bass had authority to rescind a policy on
15 behalf of Mt. Hawley, not Beach Cruiser.

16 MR. GAINEY: Object to form.

17 BY MR. KATZENMEIER:

18 Q. Same answer?

19 MR. GAINEY: He said do you have the same
20 answer.

21 THE WITNESS: Oh, yes, yes.

22 BY MR. KATZENMEIER:

23 Q. Okay. Okay. How -- so I want to take you --
24 I want you to take me through the process for issuing
25 and renewing a policy. So in this instance, for

1 policies written on behalf of Mt. Hawley, would
2 Mt. Hawley -- would Bass Underwriters send the
3 application materials to Mt. Hawley before issuing a
4 policy?

5 A. I believe we send them to them just after the
6 issuance of the policy.

7 Q. Okay. And that -- does that include the ACORD
8 form and all supplemental application forms?

9 A. That would be correct.

10 Q. Okay. But Bass Underwriters has the authority
11 to issue the policy without referral to Mt. Hawley under
12 certain circumstances; is that correct?

13 A. That's correct.

14 Q. Are there any certain circumstances under
15 which Mt. Hawley should be referring -- or the
16 application should be referred to Mt. Hawley?

17 A. Are there certain instances when -- say that
18 again. I'm sorry. Somebody slammed the door.

19 Q. Sure, sure.

20 Are there any certain instances under which an
21 application should be referred to Mt. Hawley?

22 A. Yes.

23 Q. And what circumstances would those be?

24 A. There's so many different circumstances.

25 Q. Okay.

15 (Pages 54 to 57)

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1 A. Different businesses. I mean, you know,
2 generally speaking we don't have time to go over it all.

3 Q. Of course. Would the circumstances under
4 which Bass Underwriters is required to refer an
5 application to Mt. Hawley be contained within the
6 underwriting manual?

7 A. Yes.

8 Q. Okay. Do the circumstances change at all when
9 the issue -- the policy is a -- when the issuance is a
10 renewal of a policy versus a new business?

11 A. I guess -- so rephrase the question. I think
12 I know what you're asking, but I'm not clear.

13 Q. Sure. Due to the circumstances in which
14 Mt. Hawley -- or Beach Cruiser. Sorry. So many names.

15 Do the circumstances in which Bass
16 Underwriters is required to refer an application to
17 Mt. Hawley change when the policy being issued is a
18 renewal as opposed to new business?

19 A. Okay. I understand. They could. You know,
20 rules change, you know, as time goes by, with
21 acceptability. So, yeah, they could very well be the
22 same rules, they may not.

23 Q. Okay. Would the change of those rules be
24 based on revisions to the underwriting manual?

25 A. Correct.

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1 question.

2 Q. No, that's fine.

3 So put another way, if Bass Underwriters was
4 required to refer a certain risk to Mt. Hawley for new
5 business, it would also be required to refer that risk
6 to Mt. Hawley when renewing the policy?

7 MR. GAINNEY: Object to form.

8 THE WITNESS: I don't remember what it says,
9 to be honest with you.

10 BY MR. KATZENMEIER:

11 Q. Okay. Let me see.

12 How often are the application materials --
13 strike that, actually.

14 Is an insured required to submit new
15 application materials each time the policy is renewed?

16 A. Not necessarily.

17 Q. Not necessarily. Under what circumstances
18 would an insured be required to submit new application
19 materials upon renewal of a policy?

20 A. Excuse me. If there's any material changes in
21 the risk.

22 Q. Okay. And would Bass Underwriters be the one
23 requesting or asking whether there were any material
24 changes in the risk?

25 A. The agent is the -- is responsible for

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1 Q. Okay. So in other words, the circumstances
2 under which Bass Underwriters is required to refer to
3 Mt. Hawley don't change based on the same rules between
4 new business and -- or renewal of a policy; is that
5 correct?

6 MR. GAINNEY: Object to form.

7 THE WITNESS: Yeah, I don't really -- I guess
8 I'm not clear. Are you asking about this specific
9 policy, or are we talking in general business
10 practices?

11 BY MR. KATZENMEIER:

12 Q. General business practice with respect to Bass
13 Underwriters' business with Mt. Hawley.

14 A. It can change. I mean, there's no -- there's
15 no set criteria of when they update manuals or
16 acceptabilities or rules.

17 Q. Sure. So let me clarify that.

18 Under the current set of underwriting manuals,
19 is there a different set of rules for where Bass
20 Underwriters is required to refer an issue to Mt. Hawley
21 for new business versus -- versus for the renewal of a
22 policy?

23 A. I'm not aware of any.

24 Q. Okay. Okay.

25 A. I apologize. I just didn't understand the

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1 discussing a risk with the insured and convey that
2 information to us.

3 Q. Okay.

4 A. Because we don't have any -- any communication
5 with the insured.

6 Q. Okay. Does Bass Underwriters have any
7 processes in place for requesting updated applications?

8 A. Bass follows the insurance company's rules
9 with regards to that.

10 Q. Okay?

11 A. Depending on the insurance company, so that's
12 why we refer to their rules.

13 Q. So should I under- -- should I take from that
14 that any requirements for new application materials
15 would flow from Mt. Hawley not from Bass?

16 MR. GAINNEY: I object to form. Answer it.

17 THE WITNESS: Based on their -- yeah. It
18 would just be based on their specific guidelines.

19 BY MR. KATZENMEIER:

20 Q. Okay. And when you say "their specific
21 guidelines," would that be contained in the underwriting
22 manual?

23 A. It should be, yes.

24 Q. Okay. I'll stop sharing my screen.

25 Okay. Mr. Collier, I'm going to pull up

16 (Pages 58 to 61)

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1 another communication here and let me know if you can
 2 see my screen.
 3 A. Yeah.
 4 Q. Okay. This appears to be an email from
 5 February 2022 from a Tiffany Middleton to yourself; is
 6 that correct?
 7 A. That's correct.
 8 Q. Okay. Who is Tiffany Middleton?
 9 A. I think she was the CSR at the insurance
 10 agent, USI.
 11 Q. Okay. And CSR, can you tell me what that
 12 means?
 13 A. Customer service representative.
 14 Q. Customer service representative.
 15 Okay. Now, Mr. Collier, this -- this email
 16 asks for -- can you tell me how much information I would
 17 need to provide her with a quote for a property for
 18 short-term rentals; is that correct?
 19 A. Yes.
 20 Q. Okay. And I'm looking at the subject line
 21 here --
 22 A. Sure.
 23 Q. -- this one right in the middle of GGL0026067.
 24 That matches the 2021 to 2022 policy period for the
 25 Beach Cruiser policy I showed you earlier; is that

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1 Cruiser?
 2 A. I believe so.
 3 Q. Okay. So from this, was it your understanding
 4 that Beach Cruiser was involved in issu- -- using
 5 short-term rentals at some point?
 6 MR. GAINEY: Object to form.
 7 MR. DELAHUNT: Same.
 8 THE WITNESS: I don't recall. You know,
 9 what -- I don't recall reading this email in 2022.
 10 BY MR. KATZENMEIER:
 11 Q. Okay.
 12 A. Other than it appears to be very choppy
 13 written. I would say the basis of my thoughts would be
 14 that, you know, we're talking about a new property and
 15 they want to know what they need to provide specifics
 16 for a quote.
 17 Q. Okay. Do you know -- well, strike that.
 18 Was a policy ever issued by Bass Underwriters
 19 to Beach Cruiser for short-term rentals?
 20 A. Not that I recall.
 21 Q. Okay. And these other policies numbers up
 22 here, can you tell me what this -- what type of policy
 23 this AN1246602 policy would have referred to?
 24 A. Yeah. I believe that's an excess policy
 25 that's in excess of primary.

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1 correct?
 2 A. It appears to be, yes.
 3 Q. Okay.
 4 MR. KATZENMEIER: Can we go ahead and mark
 5 this set of emails and this thread as -- I'm on 7
 6 now, Nationwide Exhibit 7.
 7 THE COURT REPORTER: Yes, but I think it might
 8 be 6.
 9 MR. KATZENMEIER: I think I had 6 as the 2022
 10 to 2023 policy period. Did I mention that? I
 11 might have cut out or something.
 12 MR. DELAHUNT: No, Luke, you're right. The
 13 2022 policy is marked as 6, according to my notes.
 14 MR. KATZENMEIER: Okay.
 15 THE COURT REPORTER: Thank you.
 16 MR. KATZENMEIER: Thank you.
 17 BY MR. KATZENMEIER:
 18 Q. Mr. Collier, can you tell me what the context
 19 for this email is?
 20 A. It's a little bit all over the place. It
 21 appears the context is she's wanting to know what
 22 information I need on a new project that this insured is
 23 considering.
 24 Q. Okay. And do you understand all of these
 25 policy numbers to refer to policies issued to Beach

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1 Q. Do you know which insurer's paper that would
 2 have been written on?
 3 A. I believe it's Nautilus Insurance Company.
 4 Q. Okay. And how about this SAF010208?
 5 A. Without looking it up, I don't know
 6 specifically which properties it pertains to, but that's
 7 a Safety Specialty Insurance Company prefix.
 8 Q. Okay. And this CCP988057?
 9 A. That's a Century Surety policy.
 10 Q. Okay. And the GPD0006297?
 11 A. I believe that's a Mt. Hawley property policy.
 12 They use different prefixes for different things, so I'm
 13 not a hundred percent sure.
 14 Q. Okay. And were any of these policies issued
 15 to cover short-term rentals?
 16 A. Not that I'm aware of.
 17 Q. Okay. I'm going to stop sharing my screen on
 18 that one. Okay. I'm going to pull up another document
 19 for you, Mr. Collier.
 20 Can you see my screen, Mr. Collier?
 21 A. I can.
 22 Q. All right. Are you familiar with this
 23 document, Mr. Collier?
 24 A. I am.
 25 Q. Okay. Can you tell me what this document is?

17 (Pages 62 to 65)

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1 A. It looks like an invoice from Bass
2 Underwriters to the retail agent.

3 Q. Okay. And can you tell me the -- let's see --
4 the date of this invoice?

5 A. You said the date?

6 Q. The date of the invoice, correct.

7 A. Looks like 9/8/22.

8 Q. Okay. Thank you, Mr. Collier. Okay. And I
9 just want to scroll up.

10 Can you tell me what this document is?

11 A. I can't. I mean, that's the first time I've
12 seen it back in -- it looks like a invoice from the
13 agent to the insured.

14 Q. And I'm just going to scroll up one more time.
15 And this is -- can you tell me, are you familiar with
16 this document?

17 A. I'm not, no.

18 Q. Okay. My question, based on these documents,
19 is -- refers to the process of payment between the
20 insured and Bass Underwriters for the policy. So
21 does -- when a premium is paid for the policy by the
22 insured or the insured's agent, does that go directly to
23 Bass Underwriters?

24 A. When the insured -- the insured pays the
25 agent, the agent pays us.

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1 a good time if you or Ray have any questions.

2 MR. DELAHUNT: Ray, you're first if you have
3 any.

4 MR. PIERANTONI: You want to make me go before
5 you?

6 MR. DELAHUNT: You know what --

7 MR. PIERANTONI: I just had some --

8 MR. GAINEY: Can you give us one second? One
9 second. I've got to turn our air off.

10 THE WITNESS: We're turning the air off. It
11 will be too loud.

12 MR. PIERANTONI: I was just giving you the
13 courtesy, you know -- I'm giving you the courtesy
14 of going first.

15 MR. DELAHUNT: I appreciate that. I don't
16 have any questions.

17 MR. PIERANTONI: Okay.

18 THE VIDEOGRAPHER: Do you -- nevermind. It
19 looks like the witness is coming back.

20 THE WITNESS: My apologies guys. The air
21 condition popped on and it's too loud in this room.

22 MR. PIERANTONI: That's okay. Okay. We're
23 ready? Yes?

24 THE WITNESS: Yes, yes.

25 MR. PIERANTONI: Okay. Great.

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1 Q. Okay. And then is that -- are those funds
2 then remitted to Mt. Hawley?

3 A. That's correct.

4 Q. Okay. Okay. That's what I was curious about.

5 MR. KATZENMEIER: Now I'm -- can we go ahead
6 and mark this set of documents as Nationwide
7 Exhibit 8.

8 THE COURT REPORTER: Noted.

9 MR. KATZENMEIER: Okay. Let's see. It might
10 actually be a reasonable time to take a break if
11 guys want to do that.

12 THE WITNESS: Love to.

13 MR. DELAHUNT: Yes.

14 MR. KATZENMEIER: Do you want five?

15 MR. GAINEY: Five minutes? Ten minutes?

16 MR. KATZENMEIER: I'm okay with five minutes.
17 You guys want five minutes?

18 MR. GAINEY: Yes.

19 THE VIDEOGRAPHER: We are going off the
20 record. The time is 11:45 a.m.

21 (A sort break.)

22 THE VIDEOGRAPHER: We are back on the record;
23 the time is 11:55 a.m.

24 MR. KATZENMEIER: Okay. Before I get back
25 into things, I was going to say, Tim, this might be

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CROSS EXAMINATION

1 BY MR. PIERANTONI:

2 Q. Okay. Mr. Collier, my name is Ray Pierantoni,
3 Renier Pierantoni. I represent the Defendants, Beach
4 Cruiser and Flyway in this case. They're the insureds,
5 as you know. And I'm just -- I just have a few
6 questions to follow up on Nationwide's questions.

7 MR. PIERANTONI: If -- Luke, is it possible
8 for to you allow me to share?

9 MR. KATZENMEIER: Yes. I don't --

10 MR. PIERANTONI: Okay. I -- I see it. Great.

11 BY MR. PIERANTONI:

12 Q. Okay, Mr. Collier. Do you -- what's your
13 understanding of what this matter is about? This
14 litigation?

15 A. This -- which litigation are you referring to?
16 I believe I'm aware of several different pieces in this
17 puzzle.

18 Q. Okay. That's okay. Not a problem. I will
19 share the screen.

20 Okay, Mr. Collier. Do you see in front of you
21 a subpoena?

22 A. I do.

23 Q. Okay. Great. And the subpoena is a subpoena
24 for you to testify -- I'll make that representation --
25

18 (Pages 66 to 69)

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1 in the matter you'll see underneath -- oh, maybe it's a
 2 little higher. There you go -- is a matter of
 3 Mt. Hawley Insurance Company versus Beach Cruiser, and I
 4 can represent that the other Defendants is Flyway, and
 5 the Intervenor Defendant is Nationwide. So this -- when
 6 I say "this matter," this is the litigation I'm
 7 referring to. No other litigation.

8 A. Okay.

9 Q. Sure. Not a problem.

10 So what is your un- -- do you have an
 11 understanding of what this litigation is about, sir?

12 A. I have a vague understanding.

13 Q. Okay. And what is that understanding?

14 A. It appears that Mt. Hawley Insurance Company
 15 is requesting a declaratory action, State of New York
 16 for -- versus Beach Cruiser in the matter of the Policy
 17 No. -- again, I would have to go through and tell you
 18 what it is again because I don't remember it, but
 19 insurance action between the carrier and the insured.

20 Q. Okay. Do you know what specifically
 21 Mt. Hawley is seeking to do in the action?

22 A. Again, not being a lawyer, it appears that
 23 they're looking to get it thrown out to some degree, but
 24 I don't know if that's the right term or not.

25 Q. Okay. I'll represent to you that the

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1 Mt. Hawley -- and, Tim, if you want to correct me in the
 2 language -- Mt. Hawley is seeking to cancel or rescind
 3 the policy in the action, the policy that's at issue.

4 MR. PIERANTONI: Is that a fair
 5 representation, Tim?

6 MR. DELAHUNT: No, actually, Ray, I don't
 7 think it is.

8 MR. PIERANTONI: Okay.

9 MR. DELAHUNT: Mt. Hawley is a declaration
 10 that it has no duty to defend or indemnify the
 11 insureds in connection with the --

12 MR. PIERANTONI: Oh, that's right. You -- I
 13 stand corrected because you withdraw that other
 14 claim.

15 MR. DELAHUNT: Right.

16 MR. PIERANTONI: There's a lot of cases in
 17 front of me, so this is one of several. Okay.
 18 Fair enough.

19 MR. DELAHUNT: That's cool.

20 BY MR. PIERANTONI:

21 Q. Okay. And did you -- Mr. Collier, did you
 22 hear what Mr. Delahunt mentioned?

23 A. I did.

24 Q. Fantastic. Okay. I'm going to scroll down,
 25 sir, and -- just to go over the topics you're going to

Page 72

1 testify about, you'll see that one of the topics is
 2 Topic 2 -- Topics 2 and 3. Do you see that, sir?

3 A. Under the 30(b)(6) topics?

4 Q. Yes, sir.

5 A. I do.

6 Q. Okay. And you understand you're here to
 7 testify with the regard to the underwriting of the
 8 Mt. Hawley policy; right?

9 A. Right.

10 Q. And the renewal of the Mt. Hawley policy;
 11 correct?

12 A. The renewal of the first year of the first
 13 renewal.

14 Q. Okay. And to that extent there were documents
 15 requested --

16 MR. PIERANTONI: By the way, if we could enter
 17 that as -- we can mark that Exhibit -- whatever the
 18 next exhibit is.

19 MR. DELAHUNT: It should be 9, I think.

20 MR. PIERANTONI: 9? Okay.

21 BY MR. PIERANTONI:

22 Q. Were you ever shown this, this subpoena, sir?

23 A. I was.

24 Q. Okay. So you recognize this to be the
 25 subpoena you're responding to today; correct?

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1 A. Yes.

2 Q. I'm sorry, sir. I didn't catch that.

3 A. Yes, yes.

4 Q. Fantastic.

5 MR. PIERANTONI: So we'll mark this and enter
 6 it as Exhibit 9, I believe. Great.

7 BY MR. PIERANTONI:

8 Q. And in response to another subpoena relating
 9 to the subpoena asking for documents, I'm going to show
 10 you that Bass has produced three separate productions,
 11 at least a production of documents in three parts. And
 12 then there appears to be a coversheet for each. This is
 13 the coversheet for one production, if you can take a
 14 look at that, sir.

15 A. Yes.

16 Q. Okay. Do you recognize what this number that
 17 I'm highlighting here stands for?

18 A. Yes, it's a policy number. I don't know -- I
 19 think -- because I have it written down -- I think it's
 20 the 2021 year.

21 Q. That is correct. The August '20 to '21, and
 22 I'll just scroll down -- hopefully the policy will pop
 23 up shortly.

24 A. Sure.

25 Q. Okay. Well, rather than waste everybody's

19 (Pages 70 to 73)

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1 time, I think we can read the representation is the
2 August '20 to '21 policy. Is that okay with you,
3 Mr. Collier? That this policy --

4 A. That's a 2021 policy.

5 Q. Right. And the next document grouping is this
6 one here, and it has this policy number in front.

7 Do you recall what that policy number -- what
8 policy that policy number stands for, sir?

9 A. Yes. It's -- it appears to be '21/'22 renewal
10 policy.

11 Q. Great. And then the third grouping of the
12 production from Bass is this one here, and do you
13 recognize that policy number?

14 A. I recognize it as a policy number. I would
15 assume that it's the subsequent renewal after the '21 --
16 or '21/'22 policy.

17 Q. So would you -- is it fair to say that this is
18 for the August 31, 2022 to 2023 policy?

19 A. Yeah, I believe so without seeing it. I mean,
20 it's in the -- it's in the discovery, so...

21 Q. Okay. And just -- just so you know, to the
22 extent I refer to these groupings --

23 A. Sure.

24 Q. -- you'll see at the bottom I put page no. 1
25 of whatever, and I did that because it's not an answer

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1 to anything -- but it's just so that everybody could
2 follow more easily, I put a page number at the bottom.
3 So to extent I refer to these documents, I'm going refer
4 to those numbers. Okay? You may not have it on your
5 end, sir, but it will help to the extent there's a page
6 count.

7 So with regard to your appearance today, did
8 you have at any point -- did you -- I believe you
9 testified earlier you spoke to somebody at Mt. Hawley
10 prior to your appearing for the deposition today?

11 MR. GAINEY: Object to form.

12 BY MR. PIERANTONI:

13 Q. I'm asking if that was your testimony, sir.

14 A. Yes.

15 Q. Okay. Do you recall who that person was at
16 Mt. Hawley you spoke to?

17 A. I honestly don't recall. It was several
18 people.

19 Q. Okay. You don't remember any of their names?

20 A. I believe -- I believe one was a Dana and then
21 I believe Tim was on the call as well.

22 Q. So when you say "Tim," you're referring to
23 counsel, Tim Delahunt, who is appearing at this
24 deposition?

25 A. I believe so. I don't recall, honestly.

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1 Q. Okay. And can you communicate what was spoken
2 about during that call?

3 MR. GAINEY: Object to form.

4 MR. DELAHUNT: Wait, wait. Hold on.

5 MR. GAINEY: Objection.

6 MR. DELAHUNT: Ray, that's privileged
7 communication.

8 MR. PIERANTONI: On what basis?

9 MR. DELAHUNT: What's that?

10 MR. PIERANTONI: On what basis?

11 MR. DELAHUNT: Attorney-client.

12 MR. PIERANTONI: All right. Well, but he has
13 an attorney, Tim. So if his attorney wants to
14 interject that objection, that's fine. But you're
15 not --

16 MR. DELAHUNT: No. I --

17 MR. PIERANTONI: You're not --

18 MR. DELAHUNT: I'm free to object.

19 MR. PIERANTONI: Okay, but you're not his
20 attorney. So I'm waiting for --

21 MR. GAINEY: I'm asserting the same objection.

22 MR. DELAHUNT: You don't need to be --
23 (Counsel talk over.)

24 MR. GAINEY: We consider it to be
25 attorney-client privilege. I'll instruct the

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1 witness not to answer it.

2 MR. PIERANTONI: Okay. So I just want
3 clarity. Who is the attorney -- were you on the
4 call, sir?

5 MR. GAINEY: I don't recall, but if I was, I
6 still have the same -- I'll interpose the same
7 objection.

8 MR. PIERANTONI: Okay. Well, just let's go to
9 a little colloquy here. Tim, you were asked
10 specifically whether or not you were -- Mt. Hawley
11 was claiming Bass to be part of a litigation
12 control group, do you recall that?

13 MR. DELAHUNT: Ray, that was form purposes of
14 service of the subpoena. That's a different issue
15 than whether the communications are privileged.
16 There are -- Bass is an MGA. Those communications
17 with -- "All Eyes Attorneys" [verbatim] are
18 privileged.

19 MR. PIERANTONI: So you're making the claim
20 that you're going to tell the witness to not
21 testify because of an attorney-client privilege
22 that you have as between Mt. Hawley and Bass? I
23 just want to get it for the record.

24 MR. DELAHUNT: Let me -- I will be clear.

25 MR. PIERANTONI: Okay.

20 (Pages 74 to 77)

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1 MR. DELAHUNT: Mr. Gainey is here as Bass's
 2 attorney.
 3 MR. PIERANTONI: Right.
 4 MR. DELAHUNT: And he is defending the
 5 deposition. I am here as Mt. Hawley's attorney. I
 6 did not instruct the witness not to answer,
 7 Mr. Gainey did. However, Mr. Gainey's instruction
 8 is appropriate because he's protecting the
 9 attorney-client privilege that Mt. Hawley holds.
 10 MR. PIERANTONI: With who?
 11 MR. DELAHUNT: Bass is the MGA for Mt. Hawley.
 12 So my communications with Bass, and Mr. Collier
 13 included in that, are privileged.
 14 MR. PIERANTONI: Okay. I'm just going to
 15 place on the record an exception to that, and I
 16 disagree with your take on the litigation control
 17 group to that extent as well. So that's it. I'm
 18 just making the exception for the record and we'll
 19 move on. Okay?
 20 MR. DELAHUNT: Well, I can --
 21 MR. PIERANTONI: Go ahead.
 22 MR. DELAHUNT: I can make -- I can talk on the
 23 record too.
 24 MR. PIERANTONI: Sure.
 25 MR. DELAHUNT: Okay. Your exception is noted.

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1 MR. PIERANTONI: Yes.
 2 MR. KATZENMEIER: 2022, yeah.
 3 MR. PIERANTONI: Okay.
 4 BY MR. PIERANTONI:
 5 Q. -- that shows that Bass was actually aware of
 6 short-term rentals, at least as early as that period?
 7 MR. GAINNEY: Object to form.
 8 MR. DELAHUNT: Objection. Same.
 9 THE WITNESS: Can you refer to that specific
 10 instance again so I'm clear?
 11 MR. PIERANTONI: Sure.
 12 Luke, can you bring up that document
 13 again?
 14 MR. KATZENMEIER: Yeah, I can do that. It
 15 looks like you're sharing your screen right now.
 16 MR. PIERANTONI: Oh. My apologies. You know
 17 what? We'll get back to it later. We'll switch
 18 questions. I'll retract that question. I'll just
 19 point out -- let me just bring up the document on
 20 the screen.
 21 BY MR. PIERANTONI:
 22 Q. Okay, Mr. Collier. Okay. I show in front of
 23 Mr. Collier an excerpt from the third grouping of Bass's
 24 production and ask you to read the bottom part of that
 25 document, the email from Jackson Dyer to you dated

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1 It has no basis. The litigation hold group
 2 requests were not a request or a notice of waiver
 3 of privilege. They're apples and oranges. You
 4 made your statement on the record. I have made
 5 mine. We can proceed if you're ready.
 6 MR. PIERANTONI: Okay. We agree to disagree.
 7 Not a problem. Okay.
 8 BY MR. PIERANTONI:
 9 Q. Sir, we'll go back to your testimony.
 10 I'm sorry, sir?
 11 A. That was a cough.
 12 Q. Okay. It's a little hard. It's a little
 13 garbled?
 14 A. I'm sorry. That's --
 15 Q. That's okay. I've had a bad cough myself.
 16 Do you recall earlier, sir, you testified that
 17 the first time you were aware of the claim at issue in
 18 this case was in December of last year?
 19 A. That's correct.
 20 Q. Okay. And you also recall that
 21 Mr. Katzenmeier showed you documentation from
 22 September 2020 --
 23 MR. PIERANTONI: What's the date, Luke, 2022?
 24 MR. KATZENMEIER: Are you referring to the
 25 report?

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1 August 31, 2022.
 2 Do you see that, sir?
 3 A. I do.
 4 Q. Okay. Can you read that to yourself and look
 5 up to me when you finish? Look, confirm when you
 6 finish?
 7 A. Okay.
 8 Q. Okay, sir. Do you recognize the document?
 9 A. I do.
 10 Q. What is the document?
 11 A. It's a email correspondence between myself and
 12 another office within Bass Underwriters, specifically
 13 the Charleston office.
 14 Q. Okay, great. Do you see the -- so the next to
 15 last sentence on the August 31, 2022, e-mail, and could
 16 you read that aloud as to what you wrote in your email
 17 to Jackson Dyer?
 18 A. You're referring to the -- "They also turned
 19 in a habitability claim last week on past policies."
 20 Q. Yes, sir.
 21 Who is the "they" in that email?
 22 A. I don't recall who the "they" is. My
 23 presumption is it would have been either the insured or
 24 agent attorney then.
 25 Q. Okay. Do you see the subject line at the top

21 (Pages 78 to 81)

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1 of the document?

2 A. BOR Beach Cruiser.

3 Q. Okay. Do you have any reason to believe that
4 the "they" is not Beach Cruiser?

5 A. I don't.

6 Q. Okay. So your statement that "they" or "Beach
7 Cruiser" turned in a habitability claim last week on
8 past policies, what are you referring to there?

9 MR. GAINEY: Object to form.

10 THE WITNESS: I don't recall the specific date
11 in which -- or exactly what we were talking about
12 then, but it appears that there was a habitability
13 claim turned in on -- and I don't recall which
14 policy it was on either, sir.

15 BY MR. PIERANTONI:

16 Q. Okay. The claim that is at issue in this
17 matter -- that Mt. Hawley seeks to have a declaration of
18 no defense and no indemnity, do you understand what that
19 claim is about?

20 A. I vaguely understand it, but only due to the
21 nature of this deposition have I been made aware of
22 that.

23 Q. Okay. Do -- can you explain what your
24 understanding of that claim is? What the coverage being
25 sought is for?

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1 A. And just to be clear, we're not talking about
2 this email now; correct?

3 Q. No. I'm just asking.

4 A. We're talking about the matter at hand in
5 front of us today?

6 Q. That's correct.

7 A. As I understand it --

8 Q. Just to be clear, I mean the underlying claim.

9 A. The claim that -- which pertains to this
10 litigation?

11 Q. That's right.

12 A. My understanding is that two gentlemen were
13 hurt in some form or fashion, as they were a tenant at
14 this property, I believe 146 President Street.

15 Q. Okay. Now, getting back to the email, is that
16 what you mean by "the habitability claim"?

17 A. No. That's a separate matter.

18 Q. Okay. What is that matter, then? I'm sorry,
19 sir. I'm asking what is -- then what did you mean by
20 "the habitability claim"?

21 A. I'd have to go and review the file, but I
22 think there was a habitability claim turned in on a
23 location that had a Beach Cruiser's policy. I don't
24 recall which one it was. Quite frankly, I don't
25 remember the details of it.

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1 Q. But you're sure that that claim that you can't
2 remember is different from the claim at issue in this
3 case?

4 A. Ask that again, please.

5 Q. So you're sure that that habitability claim
6 that you're referring to on August 31 is not the one
7 involving the two gentlemen at the property?

8 A. Based on the knowledge that I have, the vague
9 knowledge of the claim and the current litigation, I
10 believe that to be correct.

11 Q. That it's a different claim?

12 A. It's a total different matter as I understand
13 it.

14 Q. Okay. But you can't remember what the other
15 claim is?

16 A. Other than clearly it had to do something with
17 habitability, I don't remember the details of it.

18 Q. Would you refer to an issue regarding whether
19 or not a property is a short-term rental or not?

20 A. What I refer to counsel.

21 Q. As a habitability claim?

22 A. Habitability is a total different issue.

23 Q. Okay. What do you mean by "habitability,"
24 then, just generally speaking, when you use that term?

25 A. I don't know the law, but with regards to

Page 85

1 habitability, certain jurisdictions have rules that
2 tenants -- tenant protection rules regarding condition
3 of property and/or habitability of property. So
4 habitability is a very broad term that can be, you know,
5 used in many different situations.

6 Q. So is it at all possible that the habitability
7 claim that you're referring to in this email is related
8 in some way to the two gentlemen that are the subject of
9 the underlying claim in this action?

10 MR. GAINEY: Object to form. Asked and
11 answered.

12 THE WITNESS: I simply don't know.
13 BY MR. PIERANTONI:

14 Q. Okay.

15 A. You know, as I understand it, it's a complete
16 separate matter.

17 Q. But you can't recall how you understand it?
18 Is that your testimony?

19 A. No, my testimony is I understand them to be
20 completely separate matters.

21 Q. What is your understanding of -- or do you --
22 let me ask you this way: Are you aware of when the
23 claim involving the two gentlemen that's the subject of
24 the underlying claim, do you recall when notice was
25 given to Mt. Hawley and Bass of that claim?

22 (Pages 82 to 85)

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1 MR. GAINEY: Object to form. Go ahead.

2 THE WITNESS: I don't know. It is my
3 understanding that that claim was reported directly
4 to the carrier.

5 BY MR. PIERANTONI:

6 Q. Okay.

7 A. Bass Underwriters was not notified until much
8 later.

9 Q. If I were to represent to you that the claim
10 was provided to Mt. Hawley in August 2022, would you
11 have any reason to disagree with that?

12 A. I don't, but I wasn't privy -- I don't believe
13 I was privy to that knowledge.

14 Q. Okay.

15 A. In August.

16 MR. DELAHUNT: Ray, just to keep the record
17 clean for everyone, the last couple questions were
18 referring to the underlying accident here, not
19 that -- what was called the habitability claim;
20 correct?

21 MR. PIERANTONI: I'm referring to the accident
22 that's the underlying accident here. However, you
23 know, the -- I'm just pointing out to you,
24 Mr. Collier, or asking you, you don't have any
25 reason to doubt that Mt. Hawley was notified of

Page 87

1 that underlying claim between the two gentlemen --

2 MR. GAINEY: Object to form.

3 BY MR. PIERANTONI:

4 Q. -- August 2022? You don't have any -- you
5 don't have -- you're not aware of any facts or
6 circumstances that would lead you to believe that
7 Mt. Hawley was not notified of the claim in August 2022;
8 correct?

9 A. I don't have any reason to not believe that,
10 correct.

11 Q. Okay. And if you were to learn that that was
12 the case, would that change your answer earlier that
13 there is no connection between the habitability claim
14 referred to in this email and the one involving the two
15 gentlemen?

16 MR. GAINEY: Object to form.

17 THE WITNESS: Ask the question again, please.

18 MR. PIERANTONI: Can you repeat, Court
19 Reporter, the last question.

20 THE COURT REPORTER: Yeah, just give me a
21 minute. My realtime is acting up. Sorry for the
22 delay.

23 MR. PIERANTONI: Okay.

24 (The requested portion was read back by the
25 court reporter.)

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1 MR. GAINEY: I object to form.

2 BY MR. PIERANTONI:

3 Q. All right. I'll rephrase it, then.

4 Are you aware of any facts and circumstances
5 that would lead you to believe that the habitability
6 claim that's referred to in the August 31, 2022, email
7 has nothing to do with the two gentlemen that are at the
8 heart of the underlying claim in this action?

9 A. I'm not aware of any circumstances. I
10 understand that they are separate matters completely.

11 Q. Well, when you say they are separate matters
12 and it's your understanding -- just to be clear you're
13 not -- you're stating your -- that it's your
14 understanding that they are separate matters; however,
15 when I asked you what -- how you come to that
16 understanding you can't recall; is that correct?

17 MR. GAINEY: Object to form. You can answer.

18 THE WITNESS: Well, I can't recall because as
19 I understand, the litigated matter that we're
20 talking about today is an injury of two parties.

21 BY MR. PIERANTONI:

22 Q. Uh-huh.

23 A. Habitability is something totally different.

24 Q. Right. I wasn't trying to equate the two to
25 the extent that you thought I was. I apologize for

Page 89

1 that. I'm saying to the extent that they're related.

2 Do you have any reason to doubt that they're
3 related to each other?

4 MR. DELAHUNT: Objection.

5 MR. GAINEY: Yeah, object to form.

6 THE WITNESS: I don't have any reason to
7 believe that they're related.

8 BY MR. PIERANTONI:

9 Q. You don't have any reason to believe they're
10 related. Do you have any reason to believe that they're
11 not related?

12 MR. GAINEY: Object to form.

13 MR. DELAHUNT: Same.

14 THE WITNESS: I don't.

15 BY MR. PIERANTONI:

16 Q. Okay. That's all I was trying to get at, sir.
17 Thank you.

18 Just to clarify, I think maybe you mentioned
19 this earlier, the agent that you -- in your testimony
20 you're saying the agent for the insured, the agent, that
21 agent was USI; correct?

22 A. That agent was initially USI, correct.

23 Q. And then it became who, sir?

24 A. You'd have to look in the -- in the documents
25 there. I think it's Norton. I'm not -- Legacy

23 (Pages 86 to 89)

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1 Partners. It's a different -- different retail agent.

2 Q. Uh-huh. Did, at any point, Bass share with
3 Legacy a role on the renewal of the third policy? And
4 I'll just bring you to policy number again. That policy
5 right there?

6 A. Which? And the question was what again?

7 Q. Did Bass share in recovering fees or other
8 monies for the renewal of this particular policy along
9 with another? Let's say, Legacy?

10 MR. GAINEY: Object to form.

11 THE WITNESS: I mean, it's -- I still don't
12 understand the question, so it's --

13 BY MR. PIERANTONI:

14 Q. What was -- what was Bass's role vis-à-vis
15 Legacy?

16 A. I wasn't the underwriter on that file, so I
17 can't speak to that relationship and what happened
18 there. But it appears to be that Bass Underwriters
19 handled the account for another retail agent.

20 Q. All right. So that's the clarification I was
21 looking for. When you're saying you weren't involved,
22 you're saying somebody else at Bass Underwriters was
23 involved in that; correct?

24 A. That's correct.

25 Q. Okay. Thank you.

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1 Q. Yes, sir.

2 A. "short-term rentals less than 12 months and
3 vacation rentals should be referred."

4 Q. Can you explain what that means?

5 A. It means that in the case that you have had a
6 short-term or vacation rental, it must be referred to
7 the carrier.

8 Q. And what does it mean to refer to the carrier?

9 A. You submit them. A carrier underwriter has to
10 review it.

11 Q. So it's not an option for Bass. At that
12 point, if there's a short-term rental they would have to
13 submit it to the carrier for review; is that correct?

14 A. Correct.

15 Q. The document defines short-term rentals as
16 less than 12 months. Do you see that?

17 A. Yes.

18 Q. Okay.

19 MR. PIERANTONI: And if you can scroll down a
20 bit, Luke, to the next page. The next page after
21 that. Sorry. Right there.

22 BY MR. PIERANTONI:

23 Q. Mr. Collier, do you see the two areas? I
24 guess the guidelines broken up into two different
25 sections, one titled "Submit" and the other titled

Page 91

1 Now, you're also aware from --

2 MR. PIERANTONI: And, Luke, I'm going to
3 switch -- I'm going to shop sharing. If you could,
4 bring up the underwriting guidelines.

5 MR. KATZENMEIER: Yeah, I can do that.

6 BY MR. PIERANTONI:

7 Q. Okay, sir. Do you recall this document that
8 you testified to earlier?

9 A. I do.

10 Q. Okay. And I believe you testified earlier
11 that this constituted just a small part of the
12 underwriting file for Beach Cruiser that you maintain --
13 that Bass maintains for Beach Cruiser; correct?

14 A. That is a small part of the underwriting
15 manual for Mt. Hawley Insurance Company.

16 Q. Okay. And to the extent that this applies to
17 issuing coverage to Beach Cruiser, you would refer to
18 these guidelines in issuing that coverage; correct?

19 A. Correct.

20 Q. And when I say "you," I mean Bass.

21 A. Correct.

22 Q. Okay. And you'll see in the third paragraph
23 there one of the guidelines. Can you read that aloud,
24 please?

25 A. The one sentence?

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1 "Ineligible"?

2 A. Yes.

3 Q. Are you able to explain the difference between
4 submit and ineligible?

5 MR. GAINEY: Object to form.

6 BY MR. PIERANTONI:

7 Q. Within the context of this document, are you
8 able to explain the difference between the two?

9 A. Submit means just how we said it a minute ago.
10 It needs to be referred and/or submitted to a carrier
11 underwriter. Ineligible means they don't write it.

12 Q. It means Bass would not write it?

13 A. It means --

14 MR. GAINEY: Object to form.

15 BY MR. PIERANTONI:

16 Q. Go ahead, sir.

17 A. It means Mt. Hawley Insurance Company does not
18 write it.

19 Q. Okay. And Bass, therefore, can't issue it;
20 correct?

21 MR. GAINEY: Object to form.

22 THE WITNESS: Correct.

23 BY MR. PIERANTONI:

24 Q. And just -- let's see, under submit, about,
25 one, two, three, four, five, sort of in the middle at

24 (Pages 90 to 93)

Page 94

1 the bottom you'll see that one of the bases that we had
2 sort of referred to earlier to the previous page, one of
3 the bases for submitting an application is short-term or
4 vacation rentals. Do you see that, sir?

5 A. I do.

6 Q. Okay. Do you see under ineligible where it
7 states "Airbnb, VRBO, and similar online rental
8 operations"? Do you see that?

9 A. I do.

10 Q. What does it mean to be ineligible in that
11 context?

12 MR. GAINEY: Object to form.

13 THE WITNESS: Can you refer to the specific
14 question directly under ineligible?

15 BY MR. PIERANTONI:

16 Q. I'm referring to the first basis for making an
17 application ineligible.

18 A. It says it right there. Airbnb, VRBO, and
19 similar online rental operations.

20 Q. So can you describe the distinction between
21 that and short-term or vacation rentals above?

22 A. They're very similar.

23 Q. Okay. In what way are they similar?

24 A. A short-term vacation rental is very similar
25 to what Airbnb and VRBO do.

Page 95

1 Q. Okay. And so -- why is there a distinction
2 between the two?

3 A. I don't know.

4 Q. Okay. Do you -- these underwriting
5 guidelines, is it important for Bass to follow the
6 underwriting guidelines from Mt. Hawley?

7 A. Yes.

8 Q. How important is it?

9 MR. GAINEY: Object to form.

10 THE WITNESS: It's speculation. I -- I mean,
11 I can't answer a speculative question.

12 BY MR. PIERANTONI:

13 Q. Well, is it something that is -- it's a
14 guideline, so you have the option of following it or
15 not?

16 A. We're required to follow the underwriting
17 manual.

18 Q. Okay. Is it fair to say that Bass is required
19 to follow the underwriting guidelines strictly?

20 MR. GAINEY: Object to form.

21 THE WITNESS: Yes.

22 BY MR. PIERANTONI:

23 Q. Okay.

24 MR. PIERANTONI: Luke, I hate to bother you
25 again, but can you bring up the underwriting

Page 96

1 application? The supplemental application that was
2 used by Bass.

3 BY MR. PIERANTONI:

4 Q. Okay, sir. Do you recognize this document,
5 Mr. Collier?

6 A. I do.

7 Q. Your testimony earlier was that Bass often
8 uses this underwriting application when it comes to a
9 dwelling submission?

10 A. Yes.

11 Q. Can you point out to me where in this
12 underwriting application there is a question that
13 relates to short-term rentals?

14 A. Three.

15 Q. Three. And what part of three refers to
16 short-term rentals?

17 A. It's not bullet-pointed, but it would be
18 bullet point one if there was a bullet point.

19 Q. I'm sorry, sir. I hate to do that to you, but
20 I didn't catch what you said. Can you repeat that one
21 more time?

22 A. It would be the question directly under No. 3.

23 Q. And can you read that question aloud for the
24 record?

25 A. "Are any properties rented by day or by the

Page 97

1 week."

2 Q. And that is Bass's understanding of what is
3 the question and this application relating to short-term
4 rentals; correct?

5 MR. GAINEY: Object to form.

6 THE WITNESS: Yes.

7 BY MR. PIERANTONI:

8 Q. Do you see the question above it, sir?

9 A. Yes.

10 Q. Can you read that question?

11 A. What is the average monthly rent?

12 Q. Okay. And do you see next to that -- what
13 appears next to that question?

14 A. It looks like monetary numbers for the various
15 different units.

16 Q. Okay. So is it fair to say that that question
17 also refers to short-term rentals?

18 MR. DELAHUNT: Form.

19 THE WITNESS: I think it's two different
20 questions.

21 BY MR. PIERANTONI:

22 Q. And how is it two different questions?

23 A. It's simply asking what is the average monthly
24 rent. The second question, "Are any properties rented
25 by the day or by the week?"

25 (Pages 94 to 97)

Page 98

1 Q. If the second question said rented by the day
2 or by the week or by the month, would that still be a
3 question about short-term rentals?

4 MR. DELAHUNT: Form.

5 THE WITNESS: The question doesn't say that.
6 BY MR. PIERANTONI:

7 Q. I know. I'm asking you a hypothetical.

8 MR. GAINEY: Object to form.

9 BY MR. PIERANTONI:

10 Q. If that question said the day, by the week, or
11 by the month, would that still be considered short-term
12 rentals?

13 MR. GAINEY: Object to form.

14 THE WITNESS: That question wouldn't be as
15 clear if it said that.

16 BY MR. PIERANTONI:

17 Q. Why not, sir?

18 A. Because by adding the month, you're changing
19 the question completely.

20 Q. Okay, sir. How would the question be changed
21 completely?

22 A. Because that's not a short-term rental.

23 Q. A monthly rental is not in a short-term
24 rental?

25 A. No.

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1 Q. Do you recall the underwriting guidelines,
2 sir, that we just looked at?

3 A. I don't.

4 Q. Okay.

5 MR. PIERANTONI: Luke, can you bring up the
6 underwriting guidelines again? And can you go up
7 to that first page?

8 BY MR. PIERANTONI:

9 Q. Okay, sir. Do you see -- recall that
10 one-sentence paragraph that appears there?

11 A. I do.

12 Q. And do you see how Mt. Hawley defines
13 short-term rentals?

14 A. I do.

15 Q. How do they define it, sir?

16 A. Twelve months or less.

17 Q. Okay. And it's still your position that
18 the -- by adding the word "monthly" to that question on
19 the application changes it entirely?

20 MR. GAINEY: Object to form.

21 THE WITNESS: The word is not there. And
22 it's, again, it's a hypothetical question.

23 MR. PIERANTONI: Right. But it's a
24 hypothetical that I'm asking you to answer.

25 MR. GAINEY: I object to form.

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1 BY MR. PIERANTONI:

2 Q. I'm saying given this -- this -- this part of
3 the underwriting guidelines, do you still want to change
4 your answer with regard to the underwriting application?

5 MR. GAINEY: Object to form.

6 MR. DELAHUNT: Same.

7 THE WITNESS: They're still two separate
8 questions. I don't know exactly what you're asking
9 here.

10 MR. PIERANTONI: Okay. Luke --

11 THE WITNESS: The first question asks --

12 MR. PIERANTONI: Can you bring up the
13 application?

14 MR. KATZENMEIER: I'm sorry, the application?

15 MR. PIERANTONI: Yes.

16 BY MR. PIERANTONI:

17 Q. Okay. Sir, I'm just simply trying to
18 understand. That's all I'm trying to do here.

19 A. Sure.

20 Q. And I'm just trying to understand why you
21 think adding the words "or by the month" to that part
22 two of 3A would entirely change the question as to the
23 issue of short-term rentals.

24 A. I guess it would change the perception of what
25 I understand that question to be asking.

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1 Q. In what way?

2 A. Question -- the first part of that question is
3 average monthly rent. When you underwrite insurance for
4 a living, or whatever, you want to make sure that it's a
5 average monthly rent that is not below market, and so
6 it's important just to see what they charge per month.
7 I see the second question as a completely different
8 question. That's why it's answered as a separate answer
9 blank that is simply asked, "Are any properties rented
10 by the day or by the week?"

11 Q. Is there anything on the application that
12 explains this distinction between the two questions to
13 the insured?

14 MR. GAINEY: Object to form.

15 MR. DELAHUNT: Same.

16 THE WITNESS: Not that I'm aware of.

17 BY MR. PIERANTONI:

18 Q. So by merely inserting the word "by the month"
19 in that second part, your testimony, just so I can
20 understand it, is that it's no longer a question about
21 short-term rentals?

22 MR. DELAHUNT: Object to form. It's been
23 asked and answered about three times.

24 MR. PIERANTONI: Right. But he doesn't seem
25 to understand, so I'm just asking for clarity so I

26 (Pages 98 to 101)

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1 can understand.

2 MR. DELAHUNT: Objection.

3 MR. GAINNEY: Same objection. Do you
4 understand the question?

5 THE WITNESS: Yeah, I understand the question.
6 I just -- I don't understand -- and forgive me, a
7 public school kid -- when we're adding words to a
8 question, maybe I'm not smart enough to follow
9 that.

10 BY MR. PIERANTONI:

11 Q. Is it -- I could ask a different question.

12 Is it fair to say that reading the first part
13 of the question, "What is the average monthly rent?" if
14 that question could refer to a short-term rental?

15 MR. GAINNEY: Objection to form.

16 THE WITNESS: I don't believe so. I believe
17 they're two separate questions.

18 BY MR. PIERANTONI:

19 Q. If an insured rented by the month and answered
20 this application and put down the average monthly rent
21 as this person did -- 1,000, 1,800, 3,000 -- wouldn't
22 that be considered a short-term rental?

23 MR. GAINNEY: Object to form.

24 THE WITNESS: Based on the guidelines, yes.
25

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1 BY MR. PIERANTONI:

2 Q. Are you aware, sir, of -- have you ever seen
3 Mt. Hawley's underwriting application for dwellings?

4 A. Have I seen it? I don't recall.

5 Q. Okay.

6 A. It's possible.

7 MR. PIERANTONI: Luke, if you could, switch
8 the share to me.

9 BY MR. PIERANTONI:

10 Q. All right, Mr. Collier, do you see the
11 document I have in front -- on the screen in front of
12 you?

13 A. Not yet.

14 Q. Oh. My apologies. It helps if I actually
15 press "share."

16 A. Sorry. I have trouble with computers as well.

17 Q. Do you see it now, sir?

18 A. I do.

19 Q. Great. Have you seen that document before?

20 A. I believe I have.

21 Q. And what would you refer this document to --
22 why would you -- how would you refer to this document?

23 A. How would I refer to it?

24 Q. Yeah.

25 A. It looks like a Mt. Hawley-branded rental

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1 dwelling supplement.

2 Q. Is there a reason why Bass doesn't use this --
3 didn't use this application with the regard to issuing
4 coverage to Beach Cruiser?

5 MR. DELAHUNT: Objection.

6 THE WITNESS: There's not a specific reason,
7 no.

8 BY MR. PIERANTONI:

9 Q. Was Mt. -- I'm sorry -- was Bass aware of this
10 application at the time it issued coverage to Beach
11 Cruiser?

12 A. I don't recall.

13 MR. GAINNEY: Let me just object to form. Ray,
14 when you refer to Bass, are you referring to Bass
15 as the corporate entity or to Mr. Collier?

16 BY MR. PIERANTONI:

17 Q. Are you aware if Bass had in its files this
18 Mt. Hawley supplemental application at the time coverage
19 was issued?

20 A. I'm not aware either way on that instance.

21 Q. All right. Do you want me to wait, Counsel,
22 for you to sit back down?

23 MR. GAINNEY: Yeah, I had to get close to read
24 the document, Ray.

25 MR. PIERANTONI: Oh, okay. No problem.

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1 MR. GAINNEY: That's all I was doing, reading
2 it. We've never seen it before. I hadn't seen it
3 before; so...

4 BY MR. PIERANTONI:

5 Q. Okay. I'll go to -- I'm scrolling down here,
6 sir. There it is.

7 On that first page, do you see a reference,
8 Mr. Collier, to Airbnb or similar? To help you along,
9 it's in the middle of the bottom.

10 A. Yeah, I see it. It's in the middle, yeah.

11 Q. Okay. What do you think that question is
12 referring to?

13 A. Short-term rentals or similar.

14 Q. Okay. And do you recall the underwriting
15 application made a distinction between short-term
16 rentals and Airbnb, VRBO, and other similar rentals?

17 A. The underwriting application referred to
18 short-term rentals.

19 Q. Right, sir. But what I'm asking is do you
20 recall the underwriting app- -- the underwriting
21 guidelines -- I'm sorry -- the underwriting
22 guidelines --

23 A. Yes.

24 Q. -- Mt. Hawley issued? That they made a
25 distinction between short-term rentals and Airbnb?

27 (Pages 102 to 105)

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1 A. Correct.
 2 Q. Do you recall what that distinction was
 3 between the two?
 4 A. Short-term rental, anything less than 12
 5 months.
 6 Q. In terms of referral versus -- in terms of
 7 ineligibility versus submission?
 8 A. One was a referral; one was ineligible, yes.
 9 Q. Which of the two was the ineligible?
 10 A. The VRBO or V-R-B-O, or the other one, Airbnb.
 11 Q. Okay. Is there a question specifically asking
 12 about Airbnb, VRBO, or similar on the underwriting
 13 application that was used by Bass for Beach Cruiser?
 14 A. No.
 15 Q. When Bass comes across an error or an issue
 16 that contradicts the information provided in an
 17 application, what steps does Bass take next?
 18 MR. GAINEY: Object to form.
 19 THE WITNESS: It varies depending on the
 20 information.
 21 BY MR. PIERANTONI:
 22 Q. And you testified earlier that was -- that it
 23 was expected that Bass would strictly follow the
 24 underwriting guidelines issued by Mt. Hawley. Do you
 25 recall that testimony?

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1 case.
 2 BY MR. PIERANTONI:
 3 Q. Okay. I'll be even more specific, then, sir.
 4 If the Bass underwriting application submitted
 5 to Beach Cruiser had a response in it that there were no
 6 daily or weekly rentals, as it does, and the response to
 7 that is a no, but Bass later found out that there was
 8 a -- there was information that contradicted that prior
 9 to renewing the app- -- prior to renewing the insurance
 10 policy, what steps would Bass take to resolve that
 11 discrepancy?
 12 MR. GAINEY: Object to form.
 13 THE WITNESS: Bass would seek to clarify the
 14 information further.
 15 BY MR. PIERANTONI:
 16 Q. Okay. And how -- in what way would Bass take
 17 steps to clarify the information further?
 18 A. We would contact the retail agent.
 19 Q. And in this case that would be, at the time of
 20 the second policy, USI; correct?
 21 A. Correct.
 22 MR. GAINEY: Object to form based on what I
 23 think you're getting at, Ray. But in terms of the
 24 different policies, I want to make sure we're clear
 25 on which agency we're talking about in regard to

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1 A. I do.
 2 Q. Okay. So if Bass came across information that
 3 would lead it to believe that there was short-term
 4 rentals at an insured property or property they were
 5 going to insure, would that sound an alarm bell to look
 6 into that issue further if it contradicted the
 7 application?
 8 MR. GAINEY: Object to form.
 9 THE WITNESS: It's possible.
 10 BY MR. PIERANTONI:
 11 Q. You mean there are instances where it wouldn't
 12 trigger a further investigation or research?
 13 A. There is infinite number of situations that
 14 can apply to various topics.
 15 Q. Right. I'm just -- I'm actually being more
 16 specific than that, sir. I'm referring to an instance
 17 where an underwriting application, specifically the one
 18 that was issued to Beach Cruiser, if that underwriting
 19 application had something in it, right, that
 20 contradicted something found out later by Bass, what
 21 would -- what steps would Bass take to look into that
 22 discrepancy?
 23 MR. GAINEY: Object to form.
 24 MR. DELAHUNT: Objection.
 25 THE WITNESS: Again, that varies from case to

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1 the additional information you referred to.
 2 MR. PIERANTONI: Right. I'm referring to --
 3 that's why I said the second policy. The one
 4 ending in -- the one -- this one here, 26067.
 5 BY MR. PIERANTONI:
 6 Q. Before renewing that, if Bass learned of
 7 information that contradicted the application, would
 8 Bass take steps to look into that further?
 9 MR. GAINEY: Object to form.
 10 THE WITNESS: Yes.
 11 BY MR. PIERANTONI:
 12 Q. And I'm asking what steps would Bass take?
 13 A. As I previously said, we would confer with the
 14 retail agent.
 15 Q. Okay. I'm just getting clarity because
 16 counsel raised "objection to form," so we're just
 17 getting clarity with regard to this.
 18 So are you aware of Bass taking any steps to
 19 clarify the information on the underwriting application
 20 before renewing this particular policy, 26067?
 21 MR. GAINEY: Object to form.
 22 THE WITNESS: I don't recall.
 23 BY MR. PIERANTONI:
 24 Q. Are you aware, sir, that --
 25 MR. PIERANTONI: Actually, Luke, would you

28 (Pages 106 to 109)

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1 mind very much -- I'll stop sharing -- can you
 2 bring that invoice that you had? I forgot what
 3 exhibit it was.
 4 BY MR. PIERANTONI:
 5 Q. Okay. Mr. Collier, do you recognize this
 6 document from before?
 7 A. I do.
 8 Q. Are you aware that the invoice was, in fact,
 9 paid by the insured, Beach Cruiser?
 10 A. I have no personal knowledge of it at all.
 11 Q. Do you have any reason, or are you aware of
 12 any facts or circumstances, that would lead you to
 13 believe that the insured did not pay this invoice?
 14 A. I'm not.
 15 Q. Okay.
 16 MR. PIERANTONI: Okay. I have no further
 17 questions right now depending on what further
 18 questions I hear from other counsel.
 19 Thank you, Mr. Collier.
 20 MR. GAINEY: He said "thank you."
 21 THE WITNESS: You're welcome.
 22 MR. KATZENMEIER: Let me stop sharing my
 23 screen for now. I just have a -- still no
 24 questions, Tim?
 25 MR. DELAHUNT: Yeah. No, I'm all set.

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1 Thank you.
 2 MR. KATZENMEIER: Okay. I just have a few
 3 follow-up questions for you, Mr. Collier.
 4 REDIRECT EXAMINATION
 5 BY MR. KATZENMEIER:
 6 Q. The first of which is, I want to refer back to
 7 the supplemental application form. And I can pull that
 8 up if you need me to, but is it your understanding that
 9 the date on that supplemental application form was
 10 September 2, 2020?
 11 A. That's correct.
 12 Q. Okay. And the -- I just want to clarify that
 13 the policy period for what I think we're referring to as
 14 policy number one, which was that -- I don't have it
 15 pulled up -- but the 19322 number?
 16 A. That's correct.
 17 Q. That policy incepted August 31, 2020; is that
 18 correct?
 19 A. That sounds right.
 20 Q. Okay. So my question is that -- is it fair to
 21 say that that supplemental application -- Supplemental
 22 Dwelling Application form dated September 2020 was
 23 submitted in connection with the application for what
 24 we're referring to as policy number one?
 25 A. That's correct.

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1 Q. Okay. Did Bass ever request an updated
 2 Supplemental Dwelling Application form from Beach
 3 Cruiser?
 4 MR. GAINEY: Object to form.
 5 THE WITNESS: I don't recall. It's possible.
 6 BY MR. KATZENMEIER:
 7 Q. Okay. Did Bass ever request an updated
 8 supplemental application form on behalf of Beach Cruiser
 9 from USI?
 10 A. I don't recall.
 11 Q. Okay. Was that same Supplemental Dwelling
 12 Application form used for -- in connection with the
 13 renewal of the policy for what we're calling policy two
 14 and policy three?
 15 A. I can't speak to policy three. But for policy
 16 two, yes.
 17 Q. Okay. And was a renewed Supplemental Dwelling
 18 Application form not required for that renewal?
 19 A. For which one?
 20 Q. For policy number two.
 21 A. For policy number two, I don't have the
 22 carrier guidelines in front of me, but I understand it's
 23 every third year a new application is required.
 24 Q. Okay. And that would be for Mt. Hawley's
 25 underwriting manual?

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1 A. I believe so, yes.
 2 Q. Okay. Which is the document we referred to
 3 earlier as the underwriting guidelines; correct?
 4 A. Correct.
 5 Q. Okay. Let's see. Would -- so after -- if
 6 Bass had discovered that through the course of its
 7 investigation or any application submitted by the
 8 insured that the risk of policy covered was ineligible
 9 for Mt. Hawley's underwriting guidelines, would it issue
 10 a renewal of the policy?
 11 MR. GAINEY: Object to form.
 12 THE WITNESS: I'm sorry. I missed the -- and
 13 I apologize.
 14 MR. KATZENMEIER: Yes.
 15 THE WITNESS: I missed a second of the
 16 question.
 17 MR. KATZENMEIER: Yeah. I can -- I can
 18 rephrase.
 19 BY MR. KATZENMEIER:
 20 Q. So if Bass became aware that an insured risk
 21 under a policy was ineligible per Mt. Hawley's
 22 underwriting guidelines, or the underwriting manual as
 23 you've called it, would Bass Underwriters renew that
 24 policy?
 25 MR. GAINEY: Object to form.

29 (Pages 110 to 113)

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1 THE WITNESS: That would be up to the carrier
2 in that instance.

3 BY MR. KATZENMEIER:

4 Q. Okay. Would -- sorry. I didn't realize you
5 were still going. Please continue.

6 A. We would most likely get the carrier involved
7 at that point or offer coverage with a carrier that
8 accepts such risks.

9 Q. Okay. So is it -- so would Bass not be
10 entitled to renew the policy under those circumstances
11 without referral to Mt. Hawley? Is that fair?

12 MR. GAINEY: Object to form.

13 THE WITNESS: Well, it would have to follow
14 the state laws, of course, for nonrenewal and/or
15 cancellation of a policy --

16 MR. KATZENMEIER: Of course.

17 THE WITNESS: -- yes.

18 BY MR. KATZENMEIER:

19 Q. Right. Okay. And a similar question, would
20 Bass Underwriters be authorized to renew a policy -- or
21 scratch that. Strike that, please.

22 Would Bass Underwriters be authorized to
23 increase coverage available under a policy after
24 discovering that the risk insured was, in fact,
25 ineligible?

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1 MR. GAINEY: Objection.

2 MR. DELAHUNT: Form.

3 THE WITNESS: No.

4 BY MR. KATZENMEIER:

5 Q. No. Okay. Would -- would Bass Underwriters
6 be authorized to extend the policy period for the policy
7 covering a risk after discovery that a risk was
8 ineligible?

9 MR. GAINEY: Objection.

10 THE WITNESS: Bass Underwriters would follow
11 the carrier's instructions if a policy had to be
12 extended.

13 BY MR. KATZENMEIER:

14 Q. Okay. And is it your understanding that
15 Mt. Hawley's underwriting manual provides for extension
16 of policy periods?

17 MR. GAINEY: Objection. Extension of policy
18 periods is usually done to comply with state law --

19 BY MR. KATZENMEIER:

20 Q. Okay.

21 A. -- with regards to nonrenewal.

22 Q. Okay. And -- let's see. I think I had one
23 more thing. Let's see. Let me share my screen right
24 here. Mr. Collier, can you see my screen?

25 A. I do.

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1 Q. All right. Do you recognize this email as one
2 we referred to earlier?

3 A. I do.

4 Q. Okay. And I want to -- I want to go back to
5 the -- the investigation issue that we -- matter that we
6 discussed earlier. If Mt. Hawley -- or not
7 Mt. Hawley -- strike that. Sorry.

8 If Bass Underwriters had discovered that
9 certain information provided in a rental or in a -- in
10 application for insurance had been incorrect, would that
11 prompt an investigation?

12 MR. GAINEY: Object to form.

13 MR. DELAHUNT: Objection.

14 THE WITNESS: It's possible.

15 BY MR. KATZENMEIER:

16 Q. Okay. So if Bass Underwriters had, for
17 example, come into information that Beach Cruiser was
18 using certain properties for short-term rentals, would
19 that have prompted investigation by Bass Underwriters?

20 MR. GAINEY: Object to form.

21 MR. DELAHUNT: Same.

22 THE WITNESS: Again, it's possible.

23 BY MR. KATZENMEIER:

24 Q. Okay. Are you aware of whether any
25 investigation into Beach Cruiser's use of any property

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1 was ever ordered by Bass Underwriters?

2 MR. GAINEY: Object to form.

3 THE WITNESS: I am not.

4 MR. KATZENMEIER: Okay. Let's see. I think
5 that might be all that I have for you.

6 THE WITNESS: I'm sorry?

7 MR. KATZENMEIER: I said I think that might be
8 all I have for you. Let me check my notes real
9 fast. Yeah, I think that's all I have for you.

10 Do you have anything more, Ray?

11 MR. PIERANTONI: Just give me a moment.

12 I guess, yeah, just real quick,

13 Mr. Collier, then I have no more.

14 RECROSS EXAMINATION

15 BY MR. PIERANTONI:

16 Q. Are you aware of any reason why Bass didn't
17 use the Mt. Hawley underwriting application for Beach
18 Cruiser?

19 MR. GAINEY: Form.

20 THE WITNESS: I am not.

21 BY MR. PIERANTONI:

22 Q. Upon seeing the application --

23 MR. PIERANTONI: And by the way, Court
24 Reporter, I may not have marked it, it's whatever
25 the next exhibit is in line, the Mt. Hawley

30 (Pages 114 to 117)

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1 underwriting application would be marked and
2 entered as that number.
3 BY MR. PIERANTONI:

4 Q. Now that you've seen the Mt. Hawley
5 underwriting application, sir, and the questions that
6 are set forth therein, would you have used that
7 application instead of the one that was used --

8 MR. GAINEY: Objection.

9 MR. PIERANTONI: -- for Beach Cruiser in
10 issuing coverage?

11 MR. GAINEY: Sorry. Objection. Form.

12 THE WITNESS: It's impossible to say.

13 BY MR. PIERANTONI:

14 Q. Is it something that Bass could have done,
15 could have used that Mt. Hawley underwriting
16 application?

17 MR. DELAHUNT: Objection.

18 MR. GAINEY: Yeah. Objection to form.

19 THE WITNESS: Yes, we could have.

20 MR. PIERANTONI: I have no further questions.

21 MR. DELAHUNT: I have no questions.

22 MR. GAINEY: I have no questions.

23 MR. PIERANTONI: All right. Thank you,
24 Mr. Collier. I appreciate your time and, Counsel,
25 yours as well. Thank you.

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1 MR. DELAHUNT: Thanks, guys. Have a good one.

2 THE VIDEOGRAPHER: This marks -- I'm sorry,
3 Luke. Do you have more?

4 MR. KATZENMEIER: Before we go, I was just
5 going to ask if we could get a rough of the
6 transcripts.

7 THE VIDEOGRAPHER: Let me just close out the
8 video record, if you don't mind.

9 This marks the end of today's testimony.

10 We are going off the record. The time is 1:05 p.m.

11 (The deposition concluded at 1:05 p.m.)

12 (After the conclusion of the deposition,
13 Defendants' Exhibit Nos. 1 through 10 were
14 marked for identification.)
15
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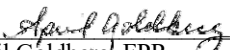
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1 CERTIFICATE OF OATH

2
3 THE STATE OF FLORIDA
4 COUNTY OF POLK
5

6 I, April Goldberg, Florida Professional
7 Reporter, Notary Public, State of Florida, certify that
8 GRAY COLLIER personally appeared before me via
9 videoconference on the 2nd day of February, 2024, and
10 was duly sworn.
11

12 Signed this 8th day of February, 2024.
13

14 
15 April Goldberg, FPR
16 Florida Professional Reporter
17 Notary Public, State of Florida
18 Commission #GG 966379
19 Expires: June 16, 2024
20
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22
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19 Produced Identification: X
20 Identification Produced: Georgia Driver's License
21
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1 CERTIFICATE OF REPORTER

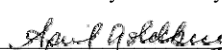
2
3 THE STATE OF FLORIDA
4 COUNTY OF POLK
5

6 I, April Goldberg, Florida Professional
7 Reporter, do hereby certify that I was authorized to and
8 did stenographically remotely report the videoconference
9 deposition of GRAY COLLIER; that a review of the
10 transcript was requested; and that the foregoing
11 transcript, pages 5 through 119, is a true and complete
12 record of my stenographic notes.
13

14 I further certify that I am not a relative,
15 employee, attorney, or counsel of any of the parties,
16 nor am I a relative or employee of any of the parties'
17 attorney or counsel connected with the action, nor am I
18 financially interested in the action.

19 The foregoing certification of this transcript
20 does not apply to any reproduction of the same by any
21 means unless under the direct control and/or direction
22 of the certifying reporter.
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25

Dated this 8th day of February, 2024.


21 April Goldberg, FPR
22 Florida Professional Reporter
23
24
25



31 (Pages 118 to 121)

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Date: _____

cc via email: All counsel of record

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